

001481

BUSINESS IMPROVEMENT DISTRICT
BUDGET REPORTS
(BUDGETS & NARRATIVES OF ACTIVITIES)
FY2009

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Adams Avenue Business Improvement District

Fund 10552

Ordinance: O-18087 adopted July 11, 1994 amending Ordinance
No. O-16479 adopted July 29, 1985

This Budget Report proposes changes to the boundaries of the BID to include the Kensington-Talmadge business core. The proposed additional street ranges are identified below. Actions to initiate the amendment have started and the amended ordinance is scheduled to be introduced at City Council on April 29, 2008 with the second reading to follow within three weeks. It is anticipated that the ordinance amendment, if approved, will be effective as of July 1, 2008.

Advisory Board Adams Avenue Business Association, Inc.
4649 Hawley Blvd San Diego CA 92116

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$8,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$3,000
Estimated Assessments to be collected in the Fiscal Year:	\$44,000
Total Appropriation:	\$55,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$20,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$11,800
Publications/Printing (Brochures, Newsletters, Production)	\$12,200
Special Events	\$0
Design Improvements (Maintenance, Beautification, Clearing)	\$3,000
Consulting Services	\$2,500
Other	\$5,500
Total Budgeted Expenditures:	\$55,000
Estimated Contribution from Association Activities:	\$435,000

The amount of assessments estimated to be collected in FY 2009 includes an estimate of \$5,500 from businesses within the proposed expansion area.

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$155	\$70	\$60
B	\$135	\$50	\$40

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Adams Avenue Business Improvement District

Fund 10552

Assessment Categories

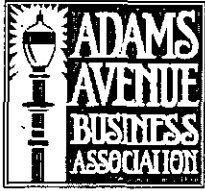
Category	General Description	X = Exclusions
A	Primarily retail businesses, financial institutions, theatres, hotels and motels.	
B	Primarily service providers, utility, wholesale, manufacturing, distribution, non-profits and apartments of 6 or more units.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
30th Street			4600-4799
32nd Street			4600-4799
33rd Street			4600-4799
34th Street			4600-4799
35th Street			4600-4799
36th Street			4600-4799
39th Street			4600-4799
Adams Avenue		3466-3999	
Adams Avenue	3350-3465	2400-3349	
Arizona Street			4600-4799
Bancroft Street			4600-4799
Boundary Street			4600-4799
Cherokee Street			4600-4799
East Mountain View Drive			4600-4799
Felton Street			4600-4799
Hamilton Street			4600-4799
Hawley Boulevard			4600-4699
Hawley Boulevard	4700-4732 even		4701-4731 odd
Hawley Boulevard			4733-4799
Idaho Street			4600-4799
Iowa Street			4600-4799
Kansas Street			4600-4799
Mansfield Street			4600-4799
Ohio Street			4600-4799
Oregon Street			4600-4799
Utah Street			4600-4799
West Mountain View Drive			4600-4799
Wilson Street			4600-4799

Additional Street Ranges and Zones for Expansion into Kensington-Talmadge Business Core

Street	Zone 1	Zone 2	Zone 3
Adams Avenue		4000-4248	
Biona Drive			4600-4799
Edgeware Road			4600-4799
Kensington Drive			4600-4799
Marlborough Drive			4600-4799
Park Place			4100-4199
Terrace Drive			4600-4799
Vista Street			4600-4726
42nd Street			4600-4799



Adams Avenue Business Association Proposed Activities for the Fiscal Year 2009

The following explains how the Adams Avenue Business Association (AABA) intends to use the BID Funding for the Fiscal year 2009 (July 1, 2008 – June 30, 2009). The Adams Avenue Business Association understands that all staff time expended and reimbursements requested are for services performed will be in accordance with the proposed agreement between The City of San Diego and Adams Avenue Business Association for the management of the Adams Avenue Business Improvement District in Fiscal Year 2008.

The annual budget for the AABA is nearing \$500,000, and the expected assessments for the Adams Avenue Business Improvement District in the fiscal year 2009 (assuming the expansion to include Kensington businesses) will generate approximately \$44,000. Because the generated revenues are insufficient to fully fund activities, projects and programs of the AABA, remaining costs will be generated through other revenue sources. Some of these other revenue sources include Small Business Enhancement Program funding, special event fundraising efforts and the Adams Avenue Maintenance Assessment District funding.

Operations (FY 2009 BID Funding \$11,800)

The Adams Avenue Business Association (AABA) will partially fund its operations through the BID revenues. These expenses include but may not be limited to:

- \$7,400 Insurance (D&O, General Liability, Worker's Compensation)
- \$1,200 Office Supplies
- \$2,000 Office Space Rent
- \$800 Office Utilities (Telephone & Internet)
- \$400 Meeting Supplies

Publications/ Website (FY 2009 BID Funding \$18,000)

(Staffing Cost: \$8,000/ Production Cost: \$10,000)

During the fiscal year, the AABA will publish a number of documents, newsletters, publications and continue to update the website, all partially funded with BID revenues. These efforts include:

- Write, design, print and mail a quarterly newsletter for the member businesses
- Write, design and print a "One Sheet" touting the benefits of the Adams Avenue Business District to attract new businesses to the district.
- Write, design and print a "One Sheet" attracting developers to purchase and develop available properties within the Adams Avenue Business District.
- Write, design and e-mail the "AABA Weekly E-News", a free weekly e-blast to subscribers.
- Redesign, host, update and track traffic for the AABA Website, www.AdamsAveOnline.com.
- Write, design, print and distribute to the region's hotels a business listing/ event calendar brochure to attract visitors to the Adams Avenue Business District.

Advertising (FY 2009 BID Funding \$7,000)

(Staffing Cost: \$4,800/ Production Cost: \$2,200)

Advertising efforts are on-going and designed to enhance the presence and activities of the member businesses and the Adams Avenue Business Association. The advertising efforts include:

- Offering co-operative advertising to member businesses in various publications
- Writing and submitting press releases to various publications
- Writing and submitting periodical columns or news-worthy articles to various publications
- Negotiate reduced rate advertising for the member businesses in various local publications

Technical Assistance Programs for Small Businesses (FY 2009 BID Funding \$7,200)

(Staffing Cost: \$7,200)

The Adams Avenue Business Association has made it a priority to address the needs of the member businesses through a variety of programs offering technical assistance to the merchants. The AABA's Technical Assistance Programs include

- **City of San Diego's Storefront Improvement Program:** The AABA will promote the program to the businesses and property owners in the business district. The AABA will also offer assistance to the participants with the administrative aspects of the program and act as liaison between the business/ property owner and the City of San Diego Staff for each project to ensure completion in a timely fashion.
- **Public Right of Way Enhancement Program (PROW):** Promote and administer the program which allows businesses to place temporary sidewalk displays of a-frame signs, merchandise displays and outdoor cafés to enhance the visual appearance and atmosphere of the business district for a minimal annual permit fee.
- **Micro-enterprise Consulting Program:** Promote and fully administer a program to offer assistance to small businesses and micro-enterprise merchants within the Adams Avenue Business District. Through the collective efforts of other organizations such as SCORE, Accion, Small Business Development and International Trade Center and others, this program will offer business planning assistance, site location assistance and finance structuring in order to attract new and retain existing viable businesses in the business district
- **Advocacy and Resources from outside organizations:** Working with outside organizations to bring help and support to the AABA and member businesses. Some of these support organizations include the various departments of the City of San Diego, Business Improvement District Council and the Mid City Parking District.

Design Improvements (FY 2009 BID Funding \$3,000)

(Project Cost \$3,000)

The Adams Avenue BID is assessed \$3,000 per year to support design improvement projects through Adams Avenue Maintenance Assessment District (AAMAD). These funds support additional projects that would normally not be afforded the AAMAD through regular property owner assessments.

Consultants (FY 2009 BID Funding \$2500)

(Consultant cost \$2,500)

The AABA will hire a consultant to assist the Board of Directors with Organizational and Board Development throughout the year. This will include 2 development sessions and a Board Retreat in October 2008.

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

City Heights Business Improvement District

Fund 10554

Ordinance: O-16918 adopted August 3, 1987**Advisory Board** City Heights Business Association
3910 University Avenue San Diego CA 92105**Available Funds FY2009**

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$0
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$5,000
Estimated Assessments to be collected in the Fiscal Year:	\$40,000
Total Appropriation:	\$45,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$42,500
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$2,500
Publications/Printing (Brochures, Newsletters, Production)	\$0
Special Events	\$0
Design Improvements (Maintenance, Beautification, Clearing)	\$0
Consulting Services	\$0
Other	\$0
Total Budgeted Expenditures:	\$45,000

Estimated Contribution from Association Activities:

Schedule of Assessments*Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.*

Category	Zone 1	Zone 2	Zone 3
A	\$70	\$60	
B	\$50	\$40	

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily retail businesses, financial institutions, theatres, hotels and motels.	
B	Primarily service providers, utility, wholesale, manufacturing, distribution, non-profits and apartments of 6 or more units.	

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FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

City Heights Business Improvement District

Fund 10554

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
33rd Street		3800-4099	
34th Street		3800-4099	
35th Street		3800-4099	
36th Street		3800-4099	
37th Street		3800-4099	
38th Street		3800-4099	
39th Street		3800-4099	
40th Street		3800-4099	
41st Street		3800-4099	
42nd Street		3800-4099	
43rd Street		3800-4099	
44th Street		3800-4099	
45th Street		3800-4099	
46th Street		3800-4099	
47th Street		3800-4099	
48th Street		3800-4099	
Central Avenue		3800-4099	
Chamoune Avenue		3800-4099	
Cherokee Avenue		3800-4099	
Euclid Avenue		3800-4099	
Fairmount Avenue		3800-4099	
Highland Avenue		3800-4099	
Marlborough Avenue		3800-4099	
Menlo Avenue		3800-4099	
Swift Avenue		3800-4099	
University Avenue	3300-4799		
Van Dyke Avenue		3800-4099	
Wilson Avenue		3800-4099	



March 5, 2008

Meredith Dibden Brown
Manager
The City of San Diego
Office of Small Business
Civic Center Plaza
1200 Third Avenue
Suite 1400, MS 56D
San Diego, CA 92101

Dear Meredith:

Per your request, below is a brief narrative of our proposed activities for FY 2008:

- **Clean & Safe Program (Maintenance Assessment District)**
We will continue to manage our MAD contract and implement maintenance and security services through FY09. Continued emphasis will be placed on graffiti and crime prevention strategies and initiatives such as a utility box painting program.
- **Redevelopment Agency Funded Project**
We will be implementing a \$142,000 bus shelter purchase and installation project within the BID funded by City Heights Redevelopment funds.
- **CDBG Funded Projects**
 1. City Heights Community Sign: We will be working closely with city departments and community partners to build and install a community identification sign.
 2. We will be purchasing and installing over 40 additional trash receptacles.
- **Marketing & Special Events**
Our marketing and special events will include:
 1. Business mixers
 2. Annual awards banquet
 3. Street light banner program
 4. Quarterly newsletter

5. WEB Site
6. Sponsoring of community events such as the "Cinco de Mayo Con Orgullo" and the "Day of the Dead".
7. Sponsor Educational Business Workshops

- **Member Services & Education**

We will continue to provide counseling and advocacy services for our members.

- **Market Analysis**

We have begun to identify support for the implementation of a City Heights market analysis.

- **Administration**

- **City Heights Foundation**

We have created a sister organization called the City Heights Foundation to help us implement charitable initiatives. We expect to receive our 501c3 IRS designation this summer.

- **Board and Staff Development**

- **BID Council Board Participation**

- **Fundraising**

A significant amount of the ED's time will be spent on seeking additional sources of revenue in order to expand programs and services.

This is a brief summary of our proposed activities for FY 2009. We expect that our activities for the year will significantly exceed the list above and we will keep you informed through our regular reimbursement reports as well as through our quarterly newsletter. Please call me should you have any questions or need additional information.

Sincerely,

Enrique Gandarilla
Executive Director

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

College Area Business Improvement District

Fund 10562

Ordinance: O-18539 adopted June 29, 1998 amending Ordinance
No. O-18263 adopted February 20, 1996

Advisory Board College Area Economic Development Corporation
4704 College Avenue San Diego CA 92115

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$100
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$6,400
Estimated Assessments to be collected in the Fiscal Year:	\$66,000
Total Appropriation:	\$72,500

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$28,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$9,000
Publications/Printing (Brochures, Newsletters, Production)	\$11,500
Special Events	\$14,000
Design Improvements (Maintenance, Beautification, Clearing)	\$4,000
Consulting Services	\$0
Other	\$6,000
Total Budgeted Expenditures:	\$72,500
Estimated Contribution from Association Activities:	\$15,000

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$500	\$300	
B	\$180	\$120	
C	\$100	\$80	
D	\$90	\$60	
E	\$80	\$60	
F	\$60	\$60	

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

College Area Business Improvement District

Fund 10562

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily large retailers, department stores, theatres, financial institutions and recreation or entertainment centers.	
B	Primarily small or specialty retailers, food and beverage establishments, beauty salons, nursery, floral, electronics and nightclubs.	
C	Primarily medical, professional or repair services, auto-related businesses.	
D	Construction, manufacturing, wholesale, hotels and motels, appliances and private learning institutions.	
E	Benevolent associations, non-profits and utility companies.	
F	Owner operated sole proprietor with no employees providing personal services.	
X	Apartment Buildings, government offices and public schools.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
70th Street		4800-5000	
Acorn Street	6138-6185		
Adams Avenue	6000-6100		
Campanile Drive		5000-5780	
College Avenue	4400-4800	4801-5198	
College Way	4527-4566		
El Cajon Boulevard		7101-7400	
El Cajon Boulevard	5800-7100	5468-5799	
Hardy Avenue		5700-5900	
Lindo Paseo		5700-5850	
Montezuma Place		5000-5700	
Montezuma Road		5500-6700	



College Area Business District

Representing the College Area Economic Development Corporation

March 10, 2008

001493

Meredith Dibden-Brown
Office of Small Business
City of San Diego
1200 3rd Ave, Suite 1400
San Diego, CA 92101

RE: Narrative of Proposed FY09 Activities

Dear Meredith,

The College Area Business District is looking forward to another year full of BID Activities to benefit the 500+ businesses in the College Area.

Proposed activities include:

<u>Activity</u>	<u>Annual Budgeted Cost</u>
• Monthly Newsletter	\$ 5,500
• Current Website & New Enhancements	\$ 4,000
• 10,000 Printed Business Directories	\$ 9,000
• Business Mixers	\$ 6,000
• Rolando Street Fair – Equipment/Labor Provided	\$ 1,000
• Fall Fest Business Expo at SDSU	\$ 1,200
• The Boulevard BOO! Parade*	\$ 1,000
• Winter Season Celebration – Tree lighting/food and donation drive	\$10,000
• Beautification Days – twice a year	\$ 1,300

*The Boulevard BOO Parade is funded through outside business sponsorships and grant funding. The amount shown here represents only the proposed BID expenses for this event.

These are the activities that will be constantly provided to the business owners and include small business advocacy and education at all times.

Sincerely,

Jennifer R. Finnegan
Executive Director
College Area Economic Development Corporation

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Diamond Business Improvement District

Fund 10563

Ordinance: O-18540 adopted June 29, 1998 amending Ordinance
No. O-18262 adopted February 20, 1996

Advisory Board Diamond Community Development Corporation
5106 Federal Blvd # 207 San Diego CA 92105

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$19,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$6,000
Estimated Assessments to be collected in the Fiscal Year:	\$54,000
Total Appropriation:	\$79,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$39,900
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$23,000
Publications/Printing (Brochures, Newsletters, Production)	\$2,900
Special Events	\$3,200
Design Improvements (Maintenance, Beautification, Clearing)	\$4,000
Consulting Services	\$3,000
Other	\$3,000
Total Budgeted Expenditures:	\$79,000
Estimated Contribution from Association Activities:	\$8,000

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$500	\$300	
B	\$180	\$120	
C	\$100	\$80	
D	\$90	\$60	
E	\$80	\$60	

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Diamond Business Improvement District

Fund 10563

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily large retailers, department stores, theatres, financial institutions and recreation or entertainment centers.	
B	Primarily small or specialty retailers, food and beverage establishments, beauty salons, nursery, floral, electronics and nightclubs.	
C	Primarily medical, professional or repair services, auto-related businesses.	
D	Construction, manufacturing, wholesale, hotels and motels, appliances and private learning institutions.	
E	Owner operated sole proprietor with no employees providing personal services.	
X	Non-profits, apartment buildings, independent contractors providing beauty related services and home-based businesses.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
47th Street North	100-1650		
47th Street South		100-1000	
54th Street	1800-1962		
61st Street	400-500		
63rd Street	400-500		
69th Street	500-700		
Air Way	4500-4800		
Akins Avenue		5900-6700	
Churchward Street	5000-5150		
Euclid Avenue North	100-1913 excl. 1755		
Euclid Avenue South	100-1000		
Federal Boulevard	4500-5300		
Gateway Center Avenue	3600-3800		
Gateway Center Drive	700-800		
Gateway Center Way	600-1000		
Imperial Avenue	4400-6945		
Lisbon Street	6900-7000		
Lockridge Street	3900-4100		
Logan Avenue	4600-5150		
Market Street	3900-5000 excl. 4637	5001-5400	
Naranja Street		5000-5400	
Raven Street	400-500		
Whitmore Street	400-500		

RESOURCE DEVELOPMENT OVERVIEW**1- Strategy #1- Increasing Business Assessments**

As 1 of 18 Business Improvement Districts within the City of San Diego, the Diamond BID receives the base of its income from assessments levied on local businesses.

Assessments are levied on businesses on the basis of relative benefit from the improvements and activities to be funded. In San Diego, the fees generally range from \$40 to \$500 per business each year, anchor businesses paying up to \$5,000 to support BID-related projects.

Businesses within the Diamond Business Improvement District typically pay approximately \$100 each per year. This results in approximately \$4500 per month, or \$54,000 per year in annual income through basic business assessments. The board is considering using its power to increase assessments which could result in doubling revenue to approximately \$108,000 per year.

In addition, the Diamond BID has undertaken the creation of a Maintenance Assessment District (MAD), whereby local businesses pay into the MAD for the maintenance of the landscape and aesthetic amenities that make business communities attractive points of destination for potential customers. The MAD is expected to raise \$35,000- \$45,000 annually in management fees.

Finally, the Diamond BID is hoping to model other BID strategies for getting large anchor tenants to pay an increased assessment as part of an Anchor Tenant Corporate Advisory Board which would serve as leaders in the business community and help guide the direction of corporate initiatives within the Diamond.

2- Strategy #2-Management of Key Partnerships

For approximately four years, the Diamond Community Development Corporation has received a steady stream of support from The Jacobs Family Foundation, a private operating foundation whose mission is working with communities to own the economic revitalization of their communities.

The original vision for the Diamond Community Development Corporation was to create a Community Development Corporation to manage the newly created Business Improvement District. The Jacobs Family Foundation, through its operating arm, The Jacobs Center for Neighborhood Innovation, has provided both annual funding and technical assistance support to the Diamond CDC/BID in this effort. This support has helped the organization build a solid foundation and attract high level executive talent. As the Diamond CDC grows and looks to move to the next level, the organization's goal is to now leverage the Jacobs Family Foundation support and move toward increased revenue generation through a diversified funding base.

Another key partner which the Diamond CDC has worked with over the years, is San Diego National Bank which has traditionally provided the CDC with both a working line of credit and grant support. Again, as an initial seed funder, San Diego National Bank helped to lay the foundation on which the CDC must now grow. Our goal is to continue the support of San Diego National Bank through both our banking relationship and in-kind office space, while pursuing grant funding through new donor acquisition. The value of this in-kind office space is \$12,000.

The City of San Diego remains a key partner, both through its Office of Small Business, and through the provision of Community Development Block Grant funding. Though this funding does not include operational support, it does provide pass through funding for projects and funding to support local business and economic development. Accordingly, it is the goal of the Diamond CDC/BID to continue to pursue and increase the relationships with City Council and the Mayor's Office to ensure that southeastern San Diego receives its share of this important Federal funding. *No financial goal is listed in this category, as again CDBG funding for BIDs does not include*

operational or administrative funding. However, the fact that the BID is managed by a Community Development Corporation, which is eligible for funding which might include such permissible line items, bares further research.

3- Strategy #3-Targeted New Donor Acquisition

Targeted new donor acquisition is a key area of focus for the Diamond CDC in 2008 as it works to diversify its funding base. In light of its mission of driving economic investment in the low-income community of southeastern San Diego, it is a good "mission match" for many of the local banks which share that goal.

These banks include: Wells Fargo, Union Bank, and Washington Mutual, which all have a presence in southeastern San Diego and where the Executive Director of the organization has established relationships which make donor cultivation and solicitation a likely success.

Additional banks where relationships could be pursued include CDC Small Business Finance, Neighborhood National Bank, Citibank, San Diego Bank and Trust, Bank of America, and US Bank. Though none of these institutions currently has a branch in the geographic area service by the Diamond Community Development Corporation, each has a goal of promoting economic development and many have made financial investments in projects, if not philanthropy, in southeastern San Diego.

Two other philanthropic organizations which grant both philanthropic and project funding include LISC, the Local Initiative Support Corporation, and The Heron Foundation, a New York based foundation with projects in California, interested in economic development and individual wealth creation in under resourced communities.

A link to each of the aforementioned funders as well as a calendar of each organization's application deadlines is attached.

Finally, the City of San Diego Arts & Culture Commission, a previous funder of the Diamond Community Development Corporation, has the potential to be a key partner in the CDC's expansion through support of "Diamond Fest" an umbrella "division" of the CDC which would work with local organizers of popular southeastern San Diego street festivals, including: The Encanto Street Fair, Imperial Fest, Taste of the Diamond, and similar events. Additional events which cater to the demographic of the Diamond might include a Holiday Blues Fest with local blues talent and business vendors, and Mardi Gras at Market Creek working with Magnolias and other local soul food businesses.

4- Revenue Generating Programs

As it looks to expand and diversify its funding streams, it is the intention of the Diamond CDC to participate in real estate transactions within the southeastern San Diego community, which will allow it to have assets under management. The goal for 2008 and beyond is to generate at least \$50,000 in asset management fees through this activity. The hope is that this would become a steady, and ever increasing revenue generating activity for the CDC.

Another tool, as a means to both promote small business in the community and to solidify the CDC's position as a business association which brings benefit to its members is a Community Business Guide, underwritten by the larger corporate partners in the community, and modeled after the comprehensive guide developed by the City Heights CDC. This would provide an additional \$5000-\$10,000 in revenue generation, while helping the Diamond CDC/BID to fulfill its mission of attracting new business and supporting existing business in the community.

001500

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Downtown Improvement Area

Fund 10550

Ordinance: O-10774 adopted February 1, 1972 amending
Ordinance No. O-10450 adopted December 1, 1970

Advisory Board Downtown San Diego Partnership, Inc.
401 B Street # 100 San Diego CA 92101

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$21,500
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$5,000
Estimated Assessments to be collected in the Fiscal Year:	\$95,000
Total Appropriation:	\$121,500

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$30,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$91,500
Publications/Printing (Brochures, Newsletters, Production)	\$0
Special Events	\$0
Design Improvements (Maintenance, Beautification, Clearing)	\$0
Consulting Services	\$0
Other	\$0
Total Budgeted Expenditures:	\$121,500

Estimated Contribution from Association Activities:

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$0		
B	2 x BTCF not to exceed [\$50 plus \$4 per employee]		
C	1 x BTCF not to exceed [\$25 plus \$2 per employee]		

Assessment Categories

Category	General Description	X = Exclusions
A	Manufacturing, wholesale, and public utilities.	

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Downtown Improvement Area

Fund 10550

- B Primarily retail, amusement, auto-related, barber and beauty salons, hotels, motels, parking structures, office buildings, laundry-related, resale, shoe repair and photography related.
- C Those businesses not included in Categories A or B.

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
10th Avenue	900-1399		
1st Avenue	900-1399		
2nd Avenue	900-1399		
3rd Avenue	900-1399		
4th Avenue	900-1399		
5th Avenue	900-1399		
6th Avenue	900-1399		
7th Avenue	900-1399		
8th Avenue	900-1399		
9th Avenue	900-1399		
A Street	100-999		
Ash Street	100-999		
B Street	100-999		
Broadway	100-999		
Broadway Cr	001-9999		
C Street	100-999		
E Street	100-999		
Horton Plaza	199		
Westgate Plaza	221		

001503



THE VOICE OF DOWNTOWN

Ms. Meredith Dibden-Brown
Community and Economic Development
City of San Diego
Civic Center Plaza
1200 Third Avenue, Suite 1400
San Diego, CA 92101

Dear Ms. Dibden-Brown:

For the years 2008-2009 the Downtown San Diego Partnership has some ambitious plans to continue to promote and enhance the downtown business climate. Following are some initiatives we have planned and recent accomplishments of the Partnership:

Downtown Business Attraction Program

We are still working closely with the City's Economic Development Department, the Centre City Development Corporation (CCDC) and the Regional Economic Development Corporation (EDC) to promote a downtown business attraction program. We are working to create a regional focused program to attract more business downtown, with the overall goal to not only attract but retain business as well. With the help of CCDC, we have recently hired Progressive Urban Management Associates (PUMA), a consulting firm based out of Denver CO, to create a working strategic plan scheduled to be complete by August 2008.

Downtown Residential Marketing Alliance

Under the leadership of Sherman Harmer from Urban Housing Partners, we continue to promote and enhance downtown San Diego residential life. With the help of many of our downtown builders, we were able to recently sponsor a pavilion at Little Italy's Artwalk. Our hope is that, with programs like this and with continued efforts, we can assist the downtown residential community in growing.

Special Events

Our many special events include the Alonzo Awards, Golf Tournament, the Taste of Downtown and several luncheons throughout the year. Last year, our Alonzo awards were the highest ever in attendance with over 550 people, and both our golf tournament and taste of downtown were sold out events.

C01504

Marketing/Communications

The Arts and Culture Committee has finished creating an Art map that will go to print in April. It will act as a guide for tourists and San Diego residents to all the public art in downtown San Diego. Like so many major cities who also use art maps, we are hoping it will highlight our cultured dynamic downtown.

Our Annual Report and monthly e-newsletters provide the downtown community with information about the myriad of happenings downtown, as well as showcasing our members and their activities. Our parking map is a useful tool to visitors and members.

In April we will be hosting a City Attorney Candidate Forum luncheon. The panel, consisting of the top 4 candidates, will meet to discuss and debate over pertinent downtown issues.

Quality of Life

Our Social Services Directory, which was updated in October of 2007, provides quick references to downtown social service agencies. It has been distributed throughout homeless shelters, hospitals, Clean & Safe ambassadors, and day centers.

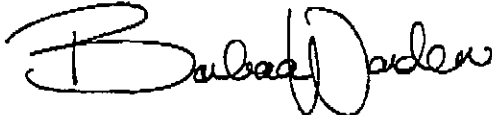
With the guidance of Todd Voorhees, who serves as Vice-chair of the C-street advisory Committee, we continue to support the C-Street Master Plan. Since its establishment in 2004, with no funding, the Master Plan now has a \$2.1 million revitalization budget in effect.

The Partnership continues to be financial supporters of the Work Your Way Home Program. This program, coordinated by Traveler's Aid, gives the homeless a job and place to stay while they earn enough to purchase a bus ticket home.

Our transit pass program continues to grow as well; we have become the biggest private distributor of transit passes in the county. We now distribute over 990 passes per month and close to 12,000 per year. We plan on increasing this number in the next year.

As you can see we are devoted to the advancement of downtown as a place to live, work, and play.

Regards,



Barbara Warden
President

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION
El Cajon Boulevard Central Business Improvement District
Fund 10561

Ordinance: O-16919 adopted August 3, 1987

Advisory Board El Cajon Boulevard Business Improvement Association
3727 El Cajon Blvd San Diego CA 92105

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$16,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$90,000
Estimated Assessments to be collected in the Fiscal Year:	\$64,000
Total Appropriation:	\$170,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$53,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$20,000
Publications/Printing (Brochures, Newsletters, Production)	\$15,000
Special Events	\$12,000
Design Improvements (Maintenance, Beautification, Clearing)	\$28,000
Consulting Services	\$32,000
Other	\$10,000
Total Budgeted Expenditures:	\$170,000
 Estimated Contribution from Association Activities:	 \$12,000

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$90	\$75	
B	\$75	\$60	

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily retail businesses, financial institutions, theatres, hotels and motels, dance, exercise or health studios, and resale businesses.	
B	Primarily service providers, utility, wholesale, manufacturing, distribution, non-profits and apartments of 6 or more units.	

001506

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

El Cajon Boulevard Central Business Improvement District

Fund 10561

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
33rd Street		4200-4399	
34th Street		4200-4399	
35th Street		4200-4399	
36th Street		4200-4399	
37th Street		4200-4399	
38th Street		4200-4399	
39th Street		4200-4399	
40th Street		4200-4399	
41st Street		4200-4399	
42nd Street		4200-4399	
43rd Street		4200-4399	
44th Street		4200-4399	
45th Street		4200-4399	
46th Street		4200-4399	
47th Street		4200-4399	
48th Street		4300-4499	
49th Street		4300-4499	
51st Street		4300-4499	
52nd Street		4300-4499	
54th Street		4300-4499	
Alta Dena Avenue		4300-4499	
Central Avenue		4200-4399	
Chamoun Avenue		4200-4399	
Cherokee Avenue		4200-4399	
Copeland Avenue		4200-4399	
Dawson Avenue		4300-4499	
Dayton Street		4300-4499	
El Cajon Boulevard	3300-5399		
Estrella Avenue		4300-4499	
Euclid Avenue		4300-4499	
Fairmount Avenue		4200-4399	
Felton Street		4200-4399	
Highland Avenue		4200-4399	
Marcellena Road		4300-4499	
Marlborough Avenue		4200-4399	
McClintock Street		4200-4399	
Menlo Avenue		4200-4399	
Swift Avenue		4200-4399	
Van Dyke Avenue		4200-4399	
Wilson Avenue		4200-4399	
Winona Avenue		4300-4499	



Summary FY 2009 Proposed Activities

Organizational:

- Oversee association business and finance requirements.
- Expand and maintain the GIS (Geographic Information System).
- Recruit interested business owners into the organization and its committees.
- Continue production of a regular newsletter.
- Expand and upgrade the BIA websites.
- Oversee Mid City Community Parking District.

Promotions:

- Market the Boulevard as a live, work, and shopping designation.
- Initiate regular business member mixers and events.
- Promote the Boulevard's historic context, including its designation as Historic Route 80.
- Support the Annual Chinese, Vietnamese, and Cambodian New Year Celebrations.
- Coordinate the annual holiday bridge lighting along the I-805 and Route 15 freeways.
- Continue the Boulevard street banner sponsorship program.
- Support complimentary events and activities of adjacent community organizations.
- Produce and maintain a member business directory, including an on-line version.
- Develop an on-line monthly electronic bulletin.
- Maintain a feature that highlights member businesses in the various publications.
- Initiate the use of promotional ads in community-based publications.
- Develop and implement and maintain a public art program along the Boulevard.
- Develop promotion videos about El Cajon Boulevard

Design:

- Maintain the Boulevard medians and enhance accent lighting.
- Market the City's Storefront Improvement Program to interested businesses.
- Continue tree planting along the Boulevard and adjacent side streets.
- Install and maintain ornamental streetlights along the Boulevard and side streets.
- Repair and replace deteriorated sidewalks from Fairmount Avenue to 54th Street.
- Explore public right-of-way recycling container program

Economic Restructuring:

- Facilitate infill development activity.
- Bring enhanced BRT transit service to the Boulevard and along Route 15.
- Increase availability of on-street and off-street parking.
- Facilitate Pilot Village implementation.
- Facilitate the increased use of small business financial assistance programs.
- Facilitate new business and employment development along the Boulevard.
- Identify public resources necessary to facilitate appropriate infill development.

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION
El Cajon Boulevard Gateway Business Improvement District
Fund 10551

Ordinance: O-16480 adopted July 29, 1985

Advisory Board El Cajon Boulevard Business Improvement Association
3727 El Cajon Blvd San Diego CA 92105

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$10,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$18,000
Estimated Assessments to be collected in the Fiscal Year:	\$32,000
Total Appropriation:	\$60,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$22,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$11,000
Publications/Printing (Brochures, Newsletters, Production)	\$4,000
Special Events	\$4,000
Design Improvements (Maintenance, Beautification, Clearing)	\$8,000
Consulting Services	\$10,000
Other	\$1,000
Total Budgeted Expenditures:	\$60,000
Estimated Contribution from Association Activities:	\$4,000

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$90	\$75	
B	\$75	\$60	

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily retail businesses, financial institutions, theatres, hotels and motels, dance, exercise or health studios, and resale businesses.	
B	Primarily service providers, utility, wholesale, manufacturing, distribution, non-profits and apartments of 6 or more units.	

C01509

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

El Cajon Boulevard Gateway Business Improvement District

Fund 10551

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
30th Street		4200-4399	
32nd Street		4200-4399	
Alabama Street		4200-4399	
Arizona Street		4200-4399	
El Cajon Boulevard	1800-3299		
Florida Street		4200-4399	
Georgia Street		4200-4399	
Hamilton Street		4200-4399	
Idaho Street		4200-4399	
Illinois Street		4200-4399	
Iowa Street		4200-4399	
Kansas Street		4200-4399	
Louisiana Street		4200-4399	
Mississippi Street		4200-4399	
Ohio Street		4200-4399	
Oregon Street		4200-4399	
Park Boulevard		4200-4399	
Texas Street		4200-4399	
Utah Street		4200-4399	



Summary FY 2009 Proposed Activities

Organizational:

- Oversee association business and finance requirements.
- Expand and maintain the GIS (Geographic Information System).
- Recruit interested business owners into the organization and its committees.
- Continue production of a regular newsletter.
- Expand and upgrade the BIA websites.
- Oversee Mid City Community Parking District.

Promotions:

- Market the Boulevard as a live, work, and shopping designation.
- Initiate regular business member mixers and events.
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- Support the Annual Chinese, Vietnamese, and Cambodian New Year Celebrations.
- Coordinate the annual holiday bridge lighting along the I-805 and Route 15 freeways.
- Continue the Boulevard street banner sponsorship program.
- Support complimentary events and activities of adjacent community organizations.
- Produce and maintain a member business directory, including an on-line version.
- Develop an on-line monthly electronic bulletin.
- Maintain a feature that highlights member businesses in the various publications.
- Initiate the use of promotional ads in community-based publications.
- Develop and implement and maintain a public art program along the Boulevard.
- Develop promotion videos about El Cajon Boulevard

Design:

- Maintain the Boulevard medians and enhance accent lighting.
- Market the City's Storefront Improvement Program to interested businesses.
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Economic Restructuring:

- Facilitate infill development activity.
- Bring enhanced BRT transit service to the Boulevard and along Route 15.
- Increase availability of on-street and off-street parking.
- Facilitate Pilot Village implementation.
- Facilitate the increased use of small business financial assistance programs.
- Facilitate new business and employment development along the Boulevard.
- Identify public resources necessary to facilitate appropriate infill development.

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Gaslamp Business Improvement District

Fund 10555

Ordinance: O-17664 adopted July 15, 1991 amending Ordinance
No. O-15647 adopted January 4, 1982

Advisory Board Gaslamp Quarter Association, Inc.
614 Fifth Avenue # E San Diego CA 92101

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$12,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$30,000
Estimated Assessments to be collected in the Fiscal Year:	\$76,000
Total Appropriation:	\$118,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$68,400
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$35,600
Publications/Printing (Brochures, Newsletters, Production)	\$3,000
Special Events	\$5,000
Design Improvements (Maintenance, Beautification, Clearing)	\$6,000
Consulting Services	\$0
Other	\$0
Total Budgeted Expenditures:	\$118,000
Estimated Contribution from Association Activities:	\$292,000

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$0		
B	[\$100 plus \$2 per employee] not to exceed \$250		
C	[\$140 plus \$4 per employee] not to exceed \$250		

Assessment Categories

Category	General Description	X = Exclusions
A	Non-profits.	

001512

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Gaslamp Business Improvement District

Fund 10555

- B Manufacturing, auctioneers, storage facilities, utilities, labs, secretarial or accounting services, film and video production, credit collection, and emergency vehicle operators.
- C Primarily retail or supply businesses, repair, restaurants, theatres, arcades, services, schools, hotels, motels, and parking lots.

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
4th Avenue	500-599 even		
4th Avenue	100-999 odd		
5th Avenue	100-999		
6th Avenue	100-999 even		
Broadway	400-599 odd		
Dr Martin Luther King Way	400-599		
E Street	400-599		
F Street	400-599		
G Street	400-599		
Island Street	325-599		
J Street	400-599		
K Street	400-599		
L Street	400-599		
Market Street	400-599		

March 3, 2008

**Narrative of Proposed Activities
For FY2009**

To: The Office of Small Business
From: Perri Spiller, Chair
RE: GQA 2008-2009 Program of Work

The Gaslamp Business Improvement District is proud of its many accomplishments this past year and we look forward to new opportunities and challenges in FY 2008-2009. Many of our accomplishments are made possible with the support of our volunteer Board, Committees and members.

The Gaslamp Quarter Association has planned and worked diligently to create a positive economic climate for our merchants, an outstanding experience for our guests and a highly desirable community in which to; celebrate, work, and visit. The Gaslamp Quarter is the premier Dining, Entertainment, and Shopping destination in Southern California.

Program of Work for 2008-2009

We will continue to advocate the use of revenues secured from parking meters to continue the plan of constructing new parking structures and creating traffic mitigation programs for the benefit of employees, customers and residents. To further the development of additional structures, the GQA will continue its marketing program to promote the existing public structures (6th & K Parkade and Park-it-on-Market North). We pleased to see that the developer has been chosen by the Downtown Parking District/CCDC to construct the mixed use project at 7th & Market to include over 600 public parking spaces. We continue our efforts to encourage the development of more parking resources for the downtown area. Our important position on the *Downtown Parking Management Group* is essential to the development and implementation of innovative short and long-term solutions to the parking management problems in downtown San Diego. The DPMG has been created by District two in response to the recommendations made by the *Parking Management Task Force* in its comprehensive traffic management plan for the City of San Diego. Now the example for the rest of the City, our test areas for extended time, rate variations and new technology have been an unqualified success. We continue to collect and analyze the data to implement new methods to stimulate meter usage in under utilized areas. In 2008-2009, we will be actively involved in the expansion of the program to areas throughout the downtown area. We will also work the Mayor's staff to mitigate the possible impacts created by the potential increase in the duration of metered on-street parking within our district.

The GQA will continue to work with its downtown partners to create pedestrian friendly areas and safe walking corridors to and from the residential neighborhoods

that surround the district. The concluding are involvement in the selection process for the Comprehensive Environmental Lighting Plan for downtown. In the next year will be active in the community input component of the program to stress pedestrian way-finding and neighborhood connectivity for both day and night uses. We have been extremely disappointed with the enacting and enforcement of the new News-rack permit/regulation Ordinance and look to encourage City officials to fulfill the commitment they made last year to the merchants of the Gaslamp Quarter and the people of San Diego. To that end, we will increase our activity with both the City's Neighborhood Code Compliance and the Downtown Partnership's Clean & Safe program to see that enforcement is made a priority in the entire downtown area.

001514

Major events to be sponsored by the GQA in 2008-2009 include our signature event *Mardi Gras*, San Diego's largest single one day event, the 2nd Annual Gaslamp Art Showcase, the *Michael Jon Hogue Memorial Golf Tournament*, the *Taste of the Gaslamp*, the *Lamplighter Awards and Auction*, and the *KIFM Smooth Jazz Festival*. In an effort to develop a more balanced event profile and enhance our Fall pedestrian traffic, we working to launch the *Gaslamp High Performance Festival* early in October. A free public event featuring high performance automobiles from all over the planet placed at the termination point for Historic Highway 80, the Gaslamp Quarter. During the year we will coordinate workshops and town halls for the membership and surrounding community on an as needed basis.

We will continue our merchant exposure programs that we launched over the past two years. Our four-color rack cards feature the retail and daytime professional services available in the Gaslamp Quarter and increase the visibility of all of our establishments while doubling our "brochure rack" exposure in hotels and visitor centers. We will also continue the single most impactful marketing piece ever created by the GQA, by publishing the 3rd and 4th issues of "G Magazine", an expanded brochure to create a directed informational piece that has branded the Gaslamp Quarter and its merchants. Its' sophisticated design and layout will serve to create a distinctly "Gaslamp" presentation that will be distributed throughout the city through traditional and non-traditional hospitality outlets. We will increase our promotional programs to include a "Holiday" promotion this Holiday Season. To better achieve our Marketing goals, the GQA is continuing into the fourth year of our Strategic Marketing Plan, "San DieGO Downtown!" that focuses on the downtown area in a holistic fashion, highlighting the diverse dining, shopping and entertainment options available to residents and visitors alike. Developed with seed funding by the GQA, the plan is supported through funding by key downtown stakeholders.

The Board of Directors accepts its leadership role in setting a program of work for the year as well as its financial responsibility to wisely use the money entrusted to it. Our annual Board retreat will be held in late July, and has served as an essential tool to determine the overall direction of the Association. All members of the Association are encouraged to take an active role through town halls, committees, task forces and board involvement.

If you have questions regarding this **Program of Work for 2008-2009** or need additional information, please contact Jimmy Parker at (619) 233-5227 or visit us at www.gaslamp.org.

001515

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Hillcrest Business Improvement District

Fund 10565

Ordinance: O-17340 adopted September 11, 1989 amending
Ordinance No. O-16230 adopted June 25, 1984

Advisory Board Hillcrest Business Improvement Association, Inc.
P.O. Box 3714 San Diego CA 92163

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$23,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$16,000
Estimated Assessments to be collected in the Fiscal Year:	\$100,000
Total Appropriation:	\$139,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$62,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$17,000
Publications/Printing (Brochures, Newsletters, Production)	\$12,500
Special Events	\$0
Design Improvements (Maintenance, Beautification, Clearing)	\$35,500
Consulting Services	\$4,000
Other	\$8,000
Total Budgeted Expenditures:	\$139,000
Estimated Contribution from Association Activities:	\$25,000

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$115	\$75	
B	\$75	\$55	
C	\$45	\$30	

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily retail businesses, resale, bars and restaurants, dance, exercise or health studios, financial institutions, theatres, hotels and motels.	

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Hillcrest Business Improvement District

Fund 10565

- B Primarily service providers and utility companies.
- C Primarily services, accountants, secretarial services, hair salons and barbers, wholesale, manufacturing, distribution, non-profits and apartments of 6 or more units.

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
10th Avenue	3850-3999	3700-3849	
1st Avenue		3700-4099	
3rd Avenue		4050-4149	
3rd Avenue	3650-4049	3600-3649	
4th Avenue	3700-4049	3400-3699	
4th Avenue		4050-4149	
5th Avenue	3700-4049	3400-3699	
5th Avenue		4050-4149	
6th Avenue	3700-4049	3400-3699	
6th Avenue		4050-4149	
7th Avenue		3950-4099	
7th Avenue	3850-3949	3600-3849	
8th Avenue	3850-3949	3600-3849	
8th Avenue		3950-4099	
9th Avenue		3950-4099	
9th Avenue	3850-3949	3600-3849	
Anderson Place		500-599	
Blaine Avenue		1400-1599	
Brookes Avenue		300-699	
Centre Lane		3900-3999	
Centre Street		3750-3900	
Cleveland Avenue	900-1299	1300-4099	
Essex Street		900-1799	
Evans Place	500-599		
Front Street		3700-4099	
Herbert Street		3700-3899	
Ivy Lane		500-599	
Lewis Street		100-999	
Lewis Street West		100-199	
Normal Street		3900-3999	
Park Boulevard	3750-3999		
Pennsylvania Avenue		650-799	
Pennsylvania Avenue	300-649	100-299	
Pennsylvania Avenue West		100-199	
Richmond Street	3850-4049	3700-3849	
Robinson Avenue	300-649	100-299	
Robinson Avenue	1750-1849		
Robinson Avenue		650-1749	
Robinson Avenue West		100-199	
University Avenue	100-1799		
University Avenue West	100-199		
Upas Street		300-699	

001517

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Hillcrest Business Improvement District

Fund 10565

Vermont Street		3800-3899
Walnut Avenue		300-699
Washington Street		600-999
Washington Street	300-599	100-299
Washington Street West		100-199

**HILLCREST ASSOCIATION
3737 FIFTH AVE SUITE 202
SAN DIEGO CA 92103**

March 4, 2008

Meredith D. Brown, Director
Office Small Business
1200 Third Ave 14 Floor
San Diego CA 92101

HILLCREST BID ACTIVITIES FY 2009

1. Farmers Market every Sunday at DMV from 9:00 a.m. to 1:00 p.m.
2. Sell Parking Meter Cards, refilling parking meters
3. Coordinate neighborhood activities for local events, store openings, tours by elected officials and general interest groups
4. Coordinate activities of the safety committee
5. Work on implementation of Phase III of the Normal Street Median Improvement Project from University to Blaine Street
6. Coordinate bi-monthly watering and landscape activities of the contractor for 99 trees in the BID
7. Write articles for quarterly newsletter "Hillcrest Highlights" and mail them.
8. Coordination of anti-graffiti and bi-monthly cleanup activities in the BID
9. Correspondence of the BID as needed, maintenance of website, monthly updates
10. Participation in committee activities of the Association, Uptown Law Enforcement Committee, Uptown Planning Committee, Uptown Partnership, SBAB, and BID Council.
11. Coordination and support of Special Events for the BID (Mardi Gras, Taste of Uptown, CityFest, December Nights and Holiday Promotion).

SPECIAL EVENTS

2009

All year—Farmers Market every Sunday

May –October—Hillcrest Art Walk (once a month, date tbd.

June 1 – Rock N Roll Marathon Water Station #1

August 10 -- CityFest – a street festival

October 14 -- Annual Meeting

November 27 to December 21 – Holiday Promotion

February 24, 2009– Mardi Gras Festival

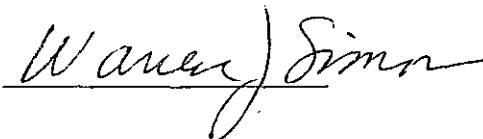
April 18-- Taste of Uptown & Merchants Sidewalk Sale

June to October—Hillcrest Art Walk (once a month, date tbd.

June 7—Rock N Roll Marathon Water Station #1

August 9 -- CityFest

Warren J Simon, Executive Director



FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

La Jolla Business Improvement District

Fund 10559

Ordinance: O-17803 adopted July 14, 1992 amending Ordinance
No. O-17458 adopted April 16, 1990

Advisory Board Promote La Jolla, Inc.
P.O. Box 9047 San Diego CA 92038

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$15,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$30,000
Estimated Assessments to be collected in the Fiscal Year:	\$186,000
Total Appropriation:	\$231,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$87,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$35,000
Publications/Printing (Brochures, Newsletters, Production)	\$10,000
Special Events	\$15,000
Design Improvements (Maintenance, Beautification, Clearing)	\$35,000
Consulting Services	\$5,000
Other	\$44,000
Total Budgeted Expenditures:	\$231,000
Estimated Contribution from Association Activities:	\$20,000

This Association also undertakes maintenance and improvements in the public right-of-way under the terms of Agreement C-04444, recorded November 6, 1992.

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$350	\$300	\$150
B	\$300	\$250	\$100
C	\$65	\$55	\$45

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

La Jolla Business Improvement District

Fund 10559

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily retail general, variety and specialty.	
B	Auto rentals, furniture and appliance sales, photo studios, video equipment and rentals, printing, publishing, and audio sales.	
C	Primarily service related, entertainment-related, theatres, parking lots and fitness facilities.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
Bishops Lane			7730-7748
Cave Street			1216-1315
Coast Boulevard	100-1327		
Fay Avenue	7761-7855	7500-7760	
Girard Avenue	7600-8040	7500-7599	7400-7499
Herschel Avenue		730-7399	
Herschel Avenue		7800-7966	7400-7799
Ivanhoe Avenue		7900-7979	
Ivanhoe Avenue		1910-7699	7700-7899
Kline Street		900-1135	709-899
La Jolla Boulevard			7345-7607
Pearl Street			410-1014
Prospect Place	7982		
Prospect Street	781-1445		230-780
Roslyn Lane			1200-1299
Silver Street			705-747
Silverado Street			1100-1296
Silverado Street		901-1099	715-899
Torrey Pines Road			1000-1199
Wall Street		1006-1140	

**FY 2009
LA JOLLA
BUSINESS IMPROVEMENT DISTRICT/STREETSCAPE AGREEMENT
PROGRAM NARRATIVE***

PROMOTIONS:

- Professionally Written Stock Articles for Travel Publications
- Operations of Visitors Information Center
- Marketing of VIC
- Guide Tours of Business District
- Support Signature Events- La Jolla Motorcar Classic, Gallery and Wine Walk
- Provide partners support to Movies by the Sea- LJ Park and Rec. event
- Print and or Television Marketing Campaign
- Newsletter
- Holiday Promotions
- Develop new spring event to feature village retailers

DESIGN:

- Sidewalk Cleaning and Trash Removal, Weed Control
- Tree and Potted Plant Installations and Trimming
- Maintenance, Installation and Donation of Street Furniture to City
- Create Community Identification Gateway Signage
- Holiday Street Pole Decoration
- Street Light Improvements
- Banners- Tourist District Seasonal and Event Related
- Median Improvements
- Sidewalk Pride PR campaign
- Crosswalk repairs
- Refuse Container Program

ECONOMIC DEVELOPMENT:

- Support the Community Parking District Subcommittee
- Identify Funding Sources for Parking Garage
- Site and Build Parking Garage
- Install Universal Parking Directional Signs
- Create Community Directional Sign Program
- Create a responsible tourism program
- Site a La Jolla Conference Center to attract conventioners
- Research longer term special event series

ORGANIZATION:

- Governmental Advocacy
- Member Benefits
- Office Rental, Supplies, Equipment
- Staff Operations and Sub Contractors
- Accounting and Legal

C01522

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Little Italy Business Improvement District

Fund 10556

Ordinance: O-18541 adopted June 29, 1998 amending Ordinance
No: O-18374 adopted January 13, 1997

Advisory Board Little Italy Association
1830 Columbia Street San Diego CA 92101

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$9,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$0
Estimated Assessments to be collected in the Fiscal Year:	\$71,000
Total Appropriation:	\$80,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$50,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$25,000
Publications/Printing (Brochures, Newsletters, Production)	\$5,000
Special Events	\$0
Design Improvements (Maintenance, Beautification, Clearing)	\$0
Consulting Services	\$0
Other	\$0
Total Budgeted Expenditures:	\$80,000
Estimated Contribution from Association Activities:	\$0

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$5,000		
B	\$600		
C	\$300		
D	\$200		
E	\$100		
F	\$80		

001523

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Little Italy Business Improvement District

Fund 10556

Assessment Categories

Category	General Description	X = Exclusions
A	Manufacturers with 1,000 or more employees.	
B	Financial Institutions, major theatres, major utilities, hotels and resorts with 100 or more rooms.	
C	Retail oriented businesses which will gain the most direct benefit from increased commercial traffic and hotels motels with 99 rooms or less.	
D	Other retail and services businesses expected to derive a lesser benefit.	
E	Professional service providers.	
F	Manufacturers with less than 1,000 employees, wholesale, construction and non-profits.	
X	Independent contractor beauticians and home based businesses.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
A Street West		200-1200 even	
Ash Street West	200-1200		
Beech Street West	200-1200		
California Street	1400-2500		
Cedar Street West	200-1200		
Columbia Street	1300-2500		
Date Street West	200-1200		
Elm Street West	200-1200		
Fir Street West	400-1200		
Front Street	1300-1700 even		
Grape Street West	500-1200		
Harbor Drive	1400-2500		
Hawthorne Street West	600-1200		
India Street	1300-2500		
Ivy Street West	700-1200		
Juniper Street West	700-1200		
Kalmia Street West	800-1200		
Kettner Boulevard	1320-2500		
Laurel Street West	600-1300 odd		
Pacific Highway	1400-2500		
State Street	1300-2200		
Union Street	1300-1800		



Little Italy Association FY 2009 Proposed Activities

Organization Committee

- Provide monthly financial reports
- Review day-to-day activities of the Little Italy Board of Directors
- Interface with District 2 Council Rep, County Supervisor Rep, and Assemblymember Rep
- Interface with CCDC on development issues
- Hold monthly Board meetings at Our Lady of the Rosary Church
- Seek out and pursue grants from local and national agencies
- Work with local agencies on Little Italy Education Center
- Implement parking district contract with CCDC

DISI Committee

- Install Gateway signs
- Design of five more famous Italian-American banners
- Maintain Piazza Basilone War Memorial
- Designate additional Piazzas throughout the district and identify with signage
- 14th Annual Little Italy Festa to be held on Saturday & Sunday October 11-12, 2008
- Continue to produce and distribute Little Italy district Walking Maps
- Holiday Tree Lighting to be held on Saturday, December 6, 2008
- Continue to update and improve the Little Italy web site:
www.LittleItalySD.com
- Host Stickball Tournaments throughout the year
- Carnevale Venetian Masquerade Festival in February
- Opera at Dusk – rotating opera performances on four Saturdays in the fall
- Develop a Cruise Ship Task force
- Work with CCDC on Trolley Stop design & way-finding system

Land Use Committee

- North Embarcadero Planning
- Work with County of SD on development of parking lot at Kettner & Cedar
- Administration of Enhanced Maintenance Assessment District
- Homeless intervention with SDPD
- Graffiti Paint-out program
- Clean and sweep streets in Little Italy district
- Work with Airport Authority on overlay zone
- Work with Neighborhood Plan Consultant and CCDC on public amenities
- Work with state and local agencies on proposed Bullet Train

LITTLE ITALY ASSOCIATION OF SAN DIEGO

1668 COLUMBIA ST • SAN DIEGO, CA 92101
(619) 233-3898 • FAX (619) 233-4866
ROSIE@LITTLEITALYSD.COM • WWW.LITTLEITALYSD.COM

601525

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Mission Hills Business Improvement District

Fund 10558

Ordinance: O-17229 adopted January 30, 1990**Advisory Board** Mission Hills Business Improvement District
4019 Goldfinch Street # 106 San Diego CA 92103**Available Funds FY2009**

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$0
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$10,000
Estimated Assessments to be collected in the Fiscal Year:	\$30,000
Total Appropriation:	\$40,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$25,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$5,400
Publications/Printing (Brochures, Newsletters, Production)	\$5,000
Special Events	\$1,500
Design Improvements (Maintenance, Beautification, Clearing)	\$2,500
Consulting Services	\$100
Other	\$500
Total Budgeted Expenditures:	\$40,000

Estimated Contribution from Association Activities:

Schedule of Assessments*Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.*

Category	Zone 1	Zone 2	Zone 3
A	\$90	\$75	
B	\$70	\$60	
C	\$50	\$30	

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily retail businesses, financial institutions, theatres, hotels and motels.	
B	Bars & taverns, dance, exercise or health studios, farm & garden, hair salons & barbers, and spas.	
C	Bars & taverns, dance, exercise or health studios, farm & garden, hair salons & barbers, and spas.	

C01526

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Mission Hills Business Improvement District

Fund 10558

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
Albatross Street	3959-4089		
Brant Street	3936-4090		
Dove Street	3911-4026		
Eagle Street	3926-4025		
Falcon Street	3103-4196		
Fort Stockton Drive	818-1112		
Goldfinch Street	3730-4070		
Hawk Street	3914-4019		
Ibis Street	4010-4285		
India Street		3033-3753	
Ingalls Street		4011-4190	
Jackdaw Street		3900-4300	
Lark Street		4016-4067	
Lewis Street West		328-1753	
Palmetto Way		4111-4212	
Randolph Street		4069-4222	
Reynard Way		3003-3680	
Stephens Street		4081-4125	
Sutter Street		1111-1112	
University Avenue West	300-1025		
Washington Street West	228-1794		

C01527



MISSION HILLS BUSINESS IMPROVEMENT DISTRICT

"Mission Hills First"

Narrative of Proposed Activities For FY2009

Mission: Develop, promote and enhance a positive Mission Hills experience for our businesses, residents and visitors.

Our goal is to stimulate local residential support for Mission Hills businesses and explore innovative ways to help member businesses promote, advertise and increase market share. Provide a support network and a unified voice for the small businesses in Mission Hills.

Proposed Activities:

- Keep our business members aware of planned government policy changes that will affect them. This will be accomplished through notices and newsletters.
- Continue to improve business relationships by sponsoring business mixers.
- Support revitalization efforts for a vibrant Mission Hills.
- Foster strong, positive communication between business owners and residents.
- Publish a Mission Hills Business Directory. The Business Directory will be distributed to all of the Mission Hills businesses and local residences.
- Improve the Mission Hills BID web site.
- Continue to oversee the current Washington Street and San Diego Avenue median and Mission Hills Entry Monument Project to completion.
- Plan on a second Entry Monument at Front Street and Washington.
- Stage civic events to benefit Mission Hills BID and the community.
- Publish quarterly newsletter informing members of events, BID activities, new businesses, promotional opportunities and information beneficial to BID members.
- Work with Mission Hills Town Council to promote Mission Hills.

001528

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

North Park Business Improvement District

Fund 10553

Ordinance: O-16481 adopted July 29, 1985

An effort is underway to determine the level of business support for modifying the basis of assessment and the boundaries. A mailed ballot procedure has already determined that there is support for generally increasing the level of assessments within the existing District. A separate ballot procedure is being conducted among businesses in the commercial area adjacent to the existing BID to determine the level of support for expanding the boundaries and levying an annual assessment consistent with the assessment methodology proposed for the existing District. Once the ballot process is complete then the proposed modifications to the North Park BID ordinance and the FY2009 North Park BID Budget Report will be brought to City Council for approval.

Advisory Board North Park Organization of Businesses, Inc.
3076 University Avenue San Diego CA 92104

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$15,500
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$1,500
Estimated Assessments to be collected in the Fiscal Year:	\$20,500
Total Appropriation:	\$37,500

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$18,950
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$3,000
Publications/Printing (Brochures, Newsletters, Production)	\$3,000
Special Events	\$800
Design Improvements (Maintenance, Beautification, Clearing)	\$11,000
Consulting Services	\$0
Other	\$750
Total Budgeted Expenditures:	\$37,500
Estimated Contribution from Association Activities:	\$1,000

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$70	\$60	

001529

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

North Park Business Improvement District

Fund 10553

B	\$50	\$40
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Assessment Categories

Category	General Description	X = Exclusions
A	Primarily retail businesses, financial institutions, theatres, hotels and motels, dance, exercise or health studios, and resale businesses.	
B	Primarily service providers, utility, wholesale, manufacturing, distribution, non-profits and apartments of 6 or more units.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
29th Street		3800-3899	
30th Street	3800-3999		
31st Street		3800-3899	
32nd Street		3800-3999	
Bancroft Street		3800-3999	
Boundary Street		3800-3999	
Granada Street		3800-3899	
Grim Street		3800-3899	
Herman Street		3800-3899	
Illinois Street		3900-3999	
Iowa Street		3900-3999	
Kansas Street		3900-3999	
Lincoln Avenue		2750-3299	
North Park Way		2850-3299	
Ohio Street		3900-3999	
Ray Street		3800-3899	
University Avenue	2750-3299		
Utah Street		3800-3999	

001530



Revitalizing North Park Through Arts, Culture, & Entertainment

North Park Main Street BID Activities - FY 2009

1. Host monthly Board of Directors Meetings.
2. Host monthly Promotions Committee, Economic Restructuring, and Design Committee Meetings.
3. Develop Community Profile, and work on Business Recruitment Plan with assistance from Economic Restructuring Committee.
4. Expand the BID to increase geographic area and increase ability to assist with small business in the region. New proposed boundaries will include University Avenue from Boundary Street to Georgia Street and 30th Street from Herman Street to Thorn Street.
5. Increase assessments of businesses in the current BID to match surrounding communities and increase ability to provide quality service to the commercial district.
6. Work with the Redevelopment Agency on Project Area, including Market & Demographic Information, Ordinance Review, Business and Technical Assistance, the Parking Garage, the North Park Theater, Historic Buildings Inventory, and other public projects.
7. Market the City Storefront Improvement Program to new and interested businesses.
8. Repair and replace deteriorated sidewalks, along University Avenue and side streets from Boundary Street to 28th Street, as possible.
9. Redesign, increase functionality of NPMS Website.
10. Organize and host 12th annual Festival of the Arts event on the 3rd Sunday in May from 10am-6pm.
11. Organize a "Taste of North Park" event.
12. Assist with planning of, and attend monthly Ray at Night event on the 2nd Saturday from 6:00pm-10:00pm.
13. Host the North Park Farmers Market every Thursday evening from 3:00pm to 7:00pm.
14. Coordinate community activities including cleanups, tours by elected officials, merchant mixers, informational meetings with new businesses, and historic walking tours.
15. Design and hang new banners, continue banner program, for the North Park BID each 5-6 months.
16. Host monthly "walk about" tours of the Business District with residents, businesses, and tourists.
17. Write and publish quarterly newsletter, the North Park Way.
18. Regular correspondence, assistance with businesses and property owners.
19. Participation in North Park committees including: Western Division of the SD Police Department, City Attorney's Office, Greater North Park Community Planning Committee (and Urban Design/Project Review Subcommittee and Public Facilities Subcommittee), North Park Redevelopment Project Area Committee, BID Council (and Legislative Committee), North Park Parking Garage Art Committee, North Park Parking Management Working Group, and North Park Community Association (and History Subcommittee – soon to be North Park Historical Society)
20. Meet each month with local BIDs (Hillcrest, Adams Ave, El Cajon Blvd, and City Heights) to strategize on collaborative projects and learn from colleagues.
21. Support local BIDs and BID Council with event planning and execution.
22. Work on Historic Building Registry for North Park.

001531

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Ocean Beach Business Improvement District

Fund 10557

Ordinance: O-17248 adopted February 21, 1989

Advisory Board Ocean Beach Merchant's Association, Inc.
1868 Bacon Street San Diego CA 92107

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$3,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$3,000
Estimated Assessments to be collected in the Fiscal Year:	\$24,000
Total Appropriation:	\$30,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$29,500
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$0
Publications/Printing (Brochures, Newsletters, Production)	\$0
Special Events	\$0
Design Improvements (Maintenance, Beautification, Clearing)	\$0
Consulting Services	\$0
Other	\$500
Total Budgeted Expenditures:	\$30,000

Estimated Contribution from Association Activities:

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$90	\$65	
B	\$70	\$55	

Assessment Categories

Category	General Description	X = Exclusions
A	Primarily retail businesses, financial institutions, theatres, hotels and motels, dance, exercise or health studios, laundry-related and resale businesses.	
B	Primarily service providers, utility, wholesale, manufacturing, distribution, and non-profits.	

C01532

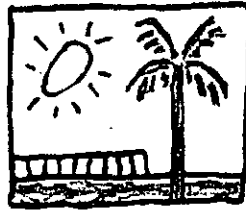
FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Ocean Beach Business Improvement District

Fund 10557

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
Abbott Street		1901-1969 odd	
Bacon Street		1821-1976	
Cable Street		1850-1976	
Narragansett Avenue		4783-4819 odd	
Newport Avenue	4800-5099		
Niagara Avenue		4796-5098 even	
Niagara Avenue		4975-5099 odd	
Niagara Avenue		4781-4825 odd	
Santa Monica Avenue		4800-5099	
Sunset Cliffs Boulevard		1769-1976	



MAINSTREET ASSOCIATION

PROPOSED ACTIVITIES FY 2008-2009

The Ocean Beach MainStreet Association is excited about the many projects for the upcoming year. To facilitate these proposed projects, we have forged many partnerships with other community organizations in order to better serve our membership and the community at large. The following is a listing of the activities by committee:

The Organization Committee

The Organization Committee is comprised of the elected Executive Board of Directors of the OBMA. This executive committee oversees matters that deal with staff, board advancement, business mixers, and other major organizational decisions.

Current Committee Chair: Mike Akey, President

Current Meeting Time: As decided by President

This strong committee will be handling the following issues in the coming year:

- Community Development Block Grant
- County & City TOT
- Monthly/Quarterly Merchant Meetings
- Review Staff Roles & Responsibilities
- Review Committee workplans and work with committee heads
- Annual Meeting and Awards
- Establish list of potential fundraising opportunities
- Oversee all special events

The Design Committee

The Design Committee is comprised of member business owners, property owners & residents in the Ocean Beach Community. They are committed to public improvement projects and the storefront improvement projects, as well as any other projects in the Ocean Beach Business District that focus on elements of design.

Current Committee Chair: Staff (new chair to be chosen in April)

Current Meeting Time: First Tuesday of the Month, 8:30 am

This dynamic committee will be tackling the following projects in the coming year:

- Repainting curb planters (yearly)
- Expanding ashcan project (monthly)
- Expanding Tile Project – Phase 10 (Community Fundraiser)
- Purchasing & installing holiday decorations for the main street
- Managing our Public Improvement & Revitalization Project
- Façade Rebate Program
- Community Walk About to identify repairs needed within the business district.
- Updating an Ocean Beach Design Guidelines Brochure
- Design Historic landmark project
- Repair and redesign Veterans Plaza

1868 BACON STREET, SUITE A, SAN DIEGO, CA 92107

PH (619)224-4906

FAX (619)224-4976

Email: obbid@nethere.com

The Promotion Committee

The Promotion Committee is comprised of members of the OBMA Board of Directors as well as other business owners in the Ocean Beach Community. This committee is dedicated to the creation, implementation and promotion of special events, advertising campaigns and the Ocean Beach website: www.OceanBeachSanDiego.com.

Current Committee Chair: Cordelia Mendoza, Cottage Antiques

Current Meeting Time: 1st Friday of the Month, 8:00 am

This enthusiastic committee will be working on the following projects in the coming year:

- Oversight of the OBMA website – making it more user friendly and interactive
- Developing ways to reach new visitors and residents through sign up lists on the web
- Developing a tighter budget for print advertising – set up a more comprehensive schedule for ads and dual purpose advertising
- Developing new promotional items to use as fundraisers.
- Oversight of OBMA Newsletter
- Developing a raffle project for the OB Street Fair event, Fireworks & OB Oktoberfest
- Implementing a community pride campaign with a “Get to Know Your Local Merchants” campaign
- Update OBMA Merchant Handbook
- Holiday Campaign (Nov-Dec-Jan)
- Promoting and publishing the OB Local Business Directory (22,000 copies)
- Purchasing ad and editorial space in visitor publications and electronic media.

The Economic Restructuring Committee

The Economic Restructuring Committee is comprised of member business owners in the Ocean Beach Community. This committee's focus is the economic well-being of the Ocean Beach business district, including business retention, business recruitment and cost analysis studies.

Current Committee Chair: Heather Clarke, Union Bank

Current Meeting Time: 2nd Wednesday of the Month, Noon

This hardworking committee will be addressing the following issues in the coming year:

- Parking lots and spaces which are under-utilized and mis-marked.
- URM – putting property owners, businesses owners, city staff and construction firms together.
- Develop continuing education on subjects affecting business owners.
- Develop a series of questionnaires regarding appropriate business and community issues that affect business in the district.
- Develop a business recruitment packet
- Oversight of the Community Crime Prevention Sub-Committee in response to merchant needs.
- Update needs in the MAD that can be met within funding limitations
- ADA related issues for private property and public walkway.

The Finance Committee

The Finance Committee is comprised of members of the OBMA Board of Directors. This additional committee was formed for the sole purpose of clarifying budget matters and giving necessary additional attention to the OBMA accounting matters.

Current Committee Chair: Mike Stifano, Winstons

Current Meeting Time: Wednesdays before Board meeting as decided by members

This small committee will be working to provide the following in the coming year:

- Oversight of finances
- Publish year end financials
- Review audits and 990 filings
- Develop a working budget for all special events

The Four (Plus One) Committee Approach:

The OBMA operates under the four (plus Finance) committee approach, meaning the annual workload is divided between four committees (Design, Promotion, Economic Restructuring, Organization). These four committees abide by the following guidelines:

- 1) All committees report to the Board of Directors
- 2) All committee activity, including but not limited to financial expenditures is to be voted on by the Board of Directors.
- 3) Committees are to meet monthly unless additional meetings are required at the discretion of the Chair.
- 4) The Board of Directors may vote to empower a committee to act on behalf of the Board in the interest of time.
- 5) Committees are open to the Association membership. A member must attend a minimum of three consecutive meetings before being allowed to vote on committee issues.
- 6) Agenda items may be submitted to the committee for review and discussion 15 days prior to meeting. Requests will be acknowledged on the agenda when the time permits.
- 7) Additional committees may be established or dissolved as the Board deems necessary.
- 8) New board members will be recruited from the committees as necessary.

001536

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Old Town Business Improvement District

Fund 10566

Ordinance: O-18208 adopted September 11, 1995**Advisory Board** Old Town San Diego Chamber of Commerce
P.O. Box 82686 San Diego CA 92138**Available Funds FY2009**

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$0
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$0
Estimated Assessments to be collected in the Fiscal Year:	\$35,000
Total Appropriation:	\$35,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$11,825
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$6,595
Publications/Printing (Brochures, Newsletters, Production)	\$9,365
Special Events	\$3,000
Design Improvements (Maintenance, Beautification, Clearing)	\$3,000
Consulting Services	\$1,000
Other	\$215
Total Budgeted Expenditures:	\$35,000
Estimated Contribution from Association Activities:	\$10,000

Additional funds are raised and used for promotional activities such as expanded brochure distribution and the Old Town Visitor's Guide.

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$200	\$150	
B	\$100	\$75	
C	\$40	\$30	
D1	\$50	\$50	
D2	\$200	\$200	
D3	\$400	\$400	

001537

FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Old Town Business Improvement District

Fund 10566

Assessment Categories

Category	General Description	X = Exclusions
A	Large retailers and restaurants with 13 employees or more.	
B	Small retailers and restaurants with 12 or fewer employees.	
C	Service providers or non-retail businesses.	
D	Hotels, motels, and apartment buildings. D1 6-20 units. D2 21-65 units. D3 66 or more units.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
Ampudia Street	3950-4000	3800-3949	
Arista Street	3950-4000	3800-3949	
Calhoun Street	2500-3000		
Conde Street	3950-4099	3700-3949	
Conde Street		4100-4200	
Congress Street	2200-3000		
Cosoy Way		4000-4300	
Gaines Street	3900-4300		
Hancock Street		2155-2300	
Harney Street	3850-4099	3800-3949	
Harney Street		4100-4200	
Heritage Park Row		2300-2600	
Hortensia Street		3800-3900	
Jackson Street		2500-2900	
Jefferson Street		2300-2600	
Juan Street	2400-3000		
Kurtz Street		2100-2300	
Linwood Street		2300-2500	
Mason Street		4100-4300	
Mason Street	3950-4099	3900-3949	
Moore Drive		2200-2400	
Noell Street		3600-3700	
Old Town Avenue	3800-4000		
Pacific Highway		4201-4399 odd	
Pacific Highway		4400-4850	
Presidio Drive		2200-2500	
Presidio Point Observation		all numbers	
Rosecrans Street	3900-4300		
San Diego Avenue	2300-4300	1700-2299	
Smith Street		1700-2299	
Sunset Street	2850-3000	2600-2849	
Taylor Street	4000-4105	4106-4500	
Twiggs Street	3800-4099	4100-4200	
Wallace street	3800-4099	4100-4200	
Whitman Street		2400-2900	
Wright Street		3700-3800	



Old Town San Diego Chamber of Commerce

P.O. Box 82686 San Diego, CA 92138 • (619) 291-4903 • (Fax) 291-9383

001538

Narrative of Proposed Activities For FY2009

Mission: Develop, promote and enhance a positive Old Town experience for our businesses, residents and visitors.

Our goal is to promote historic Old Town as one of the most visited venues in San Diego. Old Town visitors and revenue have been steady as changes improve in the Old Town State Historic Park through the completion of renovations, opening of the Old Town Theatre, and the new Goldman-Wallach Square. We are working continuously to increase our local, national and international tourism base. This is being accomplished by extensive promotion of all events and activities that are occurring in Old Town.

Planned Activities:

- Through notices, newsletters and during various committee and Chamber meetings, keep our business members aware of planned government policy changes that will affect them.
- Continue to enhance the Old Town web site to attract and entice national and international visitors to Old Town who are considering San Diego as a potential destination.
- Promote and market the entire Old Town community as tourist destination through of our distribution of the Old Town Brochures. Areas included are the Orange and LA County, the Inland Empire and the California Welcome Centers along Interstate 5.
- Improve the Old Town Streetscape through sidewalk cleaning on an annual basis.
- Organize our 3rd Annual Art Festival in September that will complement the promotion of Old Town as destination for California history, art and culture.
- Continue to publish a comprehensive Old Town Visitor's Guide directed to prospective conventions, groups and individuals promoting the attractiveness and amenities offered within Old Town. The visitor's guide includes other historic sites operated by other agencies that include Old Town State Historic Park, Heritage Park and Presidio Park. Last year over 2,500 Visitor's Guides were mailed not only in the U.S. but to other countries.
- Promote and support additional events in Old Town.

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FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Pacific Beach Business Improvement District

Fund 10564

Ordinance: O-18542 adopted June 29, 1998 amending Ordinance
No. O-18373 adopted January 13, 1997

Advisory Board Pacific Beach Community Development Corporation dba Discover Pacific Be
1503 Garnet Avenue San Diego CA 92109

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$10,000
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$10,000
Estimated Assessments to be collected in the Fiscal Year:	\$150,000
Total Appropriation:	\$170,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$60,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$20,000
Publications/Printing (Brochures, Newsletters, Production)	\$45,000
Special Events	\$20,000
Design Improvements (Maintenance, Beautification, Clearing)	\$20,000
Consulting Services	\$3,000
Other	\$2,000
Total Budgeted Expenditures:	\$170,000

Estimated Contribution from Association Activities:

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$360	\$180	
B	\$240	\$120	
C	\$180	\$90	
D	\$90	\$60	
E	\$360	\$360	
F	\$180	\$180	
G	\$60	\$60	

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FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Pacific Beach Business Improvement District

Fund 10564

Assessment Categories

Category	General Description	X = Exclusions
A	Banks and businesses with 21 or more employees.	
B	Businesses with 13 to 20 employees.	
C	Businesses with 3 to 12 employees.	
D	Businesses with 0 to 2 employees.	
E	Apartments/hotels/motels with 66 or more units.	
F	Apartments/hotels/motels with 21 to 65 units.	
G	Apartments/hotels/motels with 6 to 20 units.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
Balboa Avenue		1900-2799	
Bayard Street		4400-4699	
Bunker Hill Street		2900-3199	
Cass Street		4400-5199	
Damon Avenue		2900-3199	
Dawes Street		4400-4699	
DeSoto Street		4600-4799	
Diamond Street		700-799	
Emerald Street		700-799	
Everts Street		4400-4699	
Fanuel Street		4400-4699	
Felspar Street		700-799	
Garnet Avenue	700-2799		
Grand Avenue		700-2799	
Gresham Street		4400-4699	
Haines Street		4400-4699	
Hornblend Street (businesses on		700-1599	
Ingraham Street		3400-4699	
Jewell Street		4400-4699	
Kendall Street		4400-4499	
La Playa Avenue (apts/hotels/m		1550-1649	
Lamont Street		4400-4699	
Mission Bay Drive		4200-4599	
Mission Bay Drive		4700-4799	
Mission Boulevard	4100-5199		
Morrell Street		4400-4699	
Noyes Street		4400-4499	
Ocean Boulevard		4100-4599	
Oliver Avenue		700-799	
Oliver Court		4200-4299	
Olney Street		4400-4499	
Pacific Beach Drive		700-711	
Reed Street		700-799	

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FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

Pacific Beach Business Improvement District

Fund 10564

Thomas Street

700-799

Turquoise Street

700-1099

Discover Pacific Beach Narrative of Proposed Activities

In FY2008-09 Discover Pacific Beach will continue to strengthen its core programs that make up the three project directions of the organization. These lines of business are neighborhood promotions, physical improvements, and business leadership. Each line of business will be managed by a Board committee: Promotions, Design and Improvements, and Organization respectively.

The Promotions Committee, with its Pacific BeachFest subcommittee, has the goal of promoting Pacific Beach as a place to do business as a customer or a business person. Its popular programs will continue. Pacific BeachFest, two restaurant walks, tourist map, and concierge event are a core of special events. Discover Pacific will examine the potential for developing a new event in FY09 which will showcase the diversity of Pacific Beach's business community.

The Design and Improvements Committee has two sub committees including Parking and Hospitality Taskforce. Its goal is to make Pacific Beach as attractive and accessible to new customers as possible. The banner program, the green space and tree maintenance programs, utility box art program, and litter abatement programs are a solid core of activities that improve the appearance of the neighborhood. A main tenant of the Design and Improvement Committee in FY09 will be to witness and support the establishment of the West Pacific Beach Maintenance Assessment District.

Discover Pacific Beach will continue its stewardship of the Beach Area Community Court through volunteer and work service coordination. The Parking Committee will work with other neighborhood groups to address Pacific Beach's growing parking. It is the goal of Discover Pacific Beach to implement a pilot parking program in FY09 which will include meters and residential parking zones.

The Hospitality Taskforce will continue to work with local businesses and national organizations to improve the neighborhood entertainment and hospitality businesses. It is the goal of this group to produce the Pacific Beach Holiday Parade, as in previous years. Also, the group is seeking to continue to partner with the San Diego Police Department and City Attorney's office on electronic security programs and sexual assault awareness trainings, respectively.

The Organization Committee will enable DPB to serve as the voice for the business community on current issues and to lead the community into the future. This will be accomplished through efforts including new volunteer and leadership recruitment, communications, fundraising, and policy making.

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FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

San Ysidro Business Improvement District

Fund 10568

Ordinance: O-18612 adopted January 11, 1999

Advisory Board San Ysidro Improvement Corporation
318 E. San Ysidro Blvd # B San Diego CA 92173

Available Funds FY2009

Estimated Outstanding Operating Advance (incl. SBEP) as of 6/30/2008:	\$0
Estimated Unexpended Assessments from prior fiscal year to be carried forward:	\$10,000
Estimated Assessments to be collected in the Fiscal Year:	\$150,000
Total Appropriation:	\$160,000

Proposed Activities/Expenditures FY2009

Personnel (Salaries/Wages)	\$75,000
Office/Operation Costs (Supplies, Rent, Ins., Utilities, Equip. Purchases)	\$28,000
Publications/Printing (Brochures, Newsletters, Production)	\$4,000
Special Events	\$6,000
Design Improvements (Maintenance, Beautification, Clearing)	\$40,000
Consulting Services	\$0
Other	\$7,000
Total Budgeted Expenditures:	\$160,000
Estimated Contribution from Association Activities:	\$100,375

Budget includes BID assessments, SBEP funds, corporate sponsorships, Redevelopment Grant, LISC and special fund raising activities.

Schedule of Assessments

Assessment fees are based on a combination of location (zone), type of business (category) and/or the number of employees.

Category	Zone 1	Zone 2	Zone 3
A	\$1,200	\$1,200	
B	\$360	\$270	
C	\$240	\$180	
D	\$160	\$120	
E	\$120	\$90	

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FY2009 BUSINESS IMPROVEMENT DISTRICT APPROPRIATION

San Ysidro Business Improvement District

Fund 10568

Assessment Categories

Category	General Description	X = Exclusions
A	Banks, theatres, hotels with 100 or more rooms.	
B	Retail-oriented businesses - food, beverages, drugs, automotive and service stations, miscellaneous retail.	
C	Service related businesses - laundry and cleaning, repair, amusement and recreational.	
D	Professional related - business, personal, medical, health and financial service providers.	
E	Wholesale, construction, manufacturing, agricultural, transportation, and utilities.	

Street Ranges and Zones

Street	Zone 1	Zone 2	Zone 3
Beyer Boulevard East		2700-3099	
Border Village Road		4250-4699	
Calle Primera		100-199	
Calle Primera West		100-529	
Camino de la Plaza	3700-4800		
Camiones Way		5700-5799	
Louisiana Avenue		100-399	
Olive Drive		100-150	
Park Avenue East		100-199	
San Ysidro Boulevard East	0-799		
San Ysidro Boulevard West	0-930		
Sycamore Road		200-250	
Via de San Ysidro		100-230	
Via Nacional		3000-3999	
Virginia Avenue		100-499	
Willow Road		100-3999	

SAN YSIDRO BUSINESS ASSOCIATION

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NARRATIVE OF PROPOSED ACTIVITIES FY 2009 (July 2008 – July 2009)

I. INTRODUCTION:

At its annual Retreat July 31, 2007, the SYBA Board of Directors adopted a set of strategic goals, the implementation of which is designed towards attainment of SYBA's mission, namely, the economic revitalization of San Ysidro. These six strategic goals are to:

1. Improve traffic circulation throughout San Ysidro
2. Advocate for San Ysidro to be brought up to city standards for public improvements and infrastructure
3. Develop San Ysidro as a consumer destination
4. Implement a design guideline for San Ysidro's commercial district
5. Implement a San Ysidro cleanup program.
6. Advocate for a more efficient border crossing, both short term operational improvements and longer term complete reconfiguration of the Port of Entry.

These strategic goals are and continue to be refinements from those first enunciated in 2001.

Based on developments during this current fiscal year, the following several projects and activities, delineated by principal action committee, are the proposed work plan for the upcoming fiscal year commencing July 2008

II. ECONOMIC RESTRUCTURING COMMITTEE

#1 To improve traffic circulation throughout San Ysidro.

1. Advocate for completion of San Ysidro Mobility Plan (SYMP):

- Phase 1, the first draft of which recommends nine major road improvements (including improved freeway access), and
- Start up of Phase 2 (preliminary design and engineering, and financing plan).

Both phases have been funded by Caltrans, with the City of San Diego as the project holder. The prime stakeholder working group is the SY Transportation Collaborative launched by SYBA and is composed of twelve San Ysidro community-based organizations who have been meeting periodically, with technical support provided by a variety of public agencies, cooperating private entities, and offices of elected officials.

2. Continue to identify and resolve short-term traffic circulation improvement projects, such as traffic signal signalization and other means to improve traffic flow.

#2 To advocate for San Ysidro being brought up to city standards for public improvements and infrastructure

1. Develop and prioritize by location and type improvement a set of infrastructure and public improvements required for San Ysidro to achieve city standards. Advocate for application into viable timeline under the following categories:

A. Street Infrastructure Projects- Local Streets

- Insure that various SYMP consultants' recommendations in fact converted to viable projects, specifically: create an outlet from the "Warehouse District" to Camino de la Plaza, widen Camino de la Plaza/Dairy Mart Road, and achieve streetscape enhanced to convert Beyer Blvd. /E. Beyer Blvd into a parkway "green spine"

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- Stress such public safety improvements on prime E. San Ysidro Blvd. commercial corridor as new streetlights, traffic signal at Center St., and a pedestrian "scramble" at Rail Court
- Installation of additional street lighting on other commercial streets to city standard of one light per 150 feet. Less than standard conditions are particularly evident on far West San Ysidro Blvd., West Calle Primera, and Border Village Road
- Follow up on traffic signals and pedestrian crossing enhancements, such as on: on ESYB at Center St., Rail Court, Averil, and Alverson; and on Via de SY at northbound exit 1B. Rail Court presents a particularly egregious situation to mitigate dangerous conditions on exiting the Intermodal, and to separate the 20,000 pedestrians and 10,000 cars that use this intersection on a daily basis.
- Remediation required for missing sidewalks in commercial areas, including Camino de la Plaza Bridge approaches and associated with freeway frontage, e.g. West San Ysidro Blvd., Calle Primera and West Calle Primera, and Border Village Road *
- Evaluate opportunities for additional public amenities including additional street trees, street furniture, "pocket" parks, and potential sites for public art. *

B. Street Infrastructure Projects- Connections to Freeways:

- Monitor several SYMP recommendations converted to actual projects, specifically relocation of I-5 southbound off ramp at Via de San Ysidro, and new I-5 on/off ramps installed at top of Camino de la Plaza Bridge (in conjunction with Port of Entry Expansion project)
- Evaluate adequacy public street lighting at all freeway on/off ramps.

2. Closely monitor the following projects under the purview of the City of San Diego to completion:

- Camino de la Plaza streetscape improvements (estimated \$600,000). Incorporates new sidewalks, streetlights, trees, and landscaping "missing" from Caltrans' "Friendship Plaza" project along Camino de la Plaza Bridge and 700 block of ESYB. Employs reprogrammed funds from Adopt-A-Block streetscape improvement project *
- Additional sixty-eight streetlights (\$430,000). With forty-nine new streetlights programmed in the commercial areas and/or on residentially zoned corridors connecting commercial areas, monitor installation in form of decorative "double-acorn" lights along 2/5 mile portion of ESYB- as described immediately below.
- Secure sponsorships in the form of a "Light up San Ysidro" campaign to add individual electrical outlets on the 19 decorative lights to be installed. Electrical outlets will be used for special lighting and/or holiday occasions. *
- Repaving major street segments. Following from twenty sites first identified in 2005, four priority locations have been identified. Three of these have been completed (portion of 600 block ESYB, Via de SY, and Camino de la Plaza (4310 to 4492)), with Olive Drive at Hall still remaining.
- Identify locations requiring sidewalk repairs and entirely "missing" sidewalks.

Work closely with SY Planning and Development Group to monitor towards completion.

3. Incorporate new San Ysidro Streetscape Improvement project to increase SYBA capacity to more systematically identify and analyze conditions deficit infrastructure, as reviewed above. This two year grant has been funded by the San Diego Redevelopment Agency (SDRA).

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4. Work with City, SANDAG, Caltrans, and Federal authorities in advocating that San Ysidro receives its fair share of revenue for public improvements and mitigation for gross condition of deficit in infrastructure. Towards this end, continue to participate in a variety of regional advocacy coalitions. Such groups include SCEDC (particularly its Transportation and Infrastructure Committee), the Alliance for Border Efficiency, and SANDAG's "COBRO." In San Ysidro key advocacy resources include the SYPDG and its several component subcommittees, the SY Smart Border Coalition, the SY Transportation Collaborative, and the SYCC. At the City of San Diego, funding resources include tax increment, developer impact fees (DIF), CDBG, and TransNet.

5. To the extent that street infrastructure/capital improvement projects take hold, it can be anticipated that property owners would support the formation of area Maintenance Assessment Districts (MAD's) to offset certain ongoing maintenance costs, such as additional electrical consumption and litter control. Under aegis of SYSIP grant, perform preliminary feasibility analysis on establishing a MAD in the "Warehouse District" or along West San Ysidro Blvd.

6. Continue initiative to plan for and implement the San Ysidro Business Pilot Village project. A joint venture has been proposed on the part of Developer-General Partner, Barratt American, along with the BID Council and the several property owners as limited partners, however drastic changes in market conditions has resulted in the need for a new approach. The original mixed-use development proposed up to 140,000 sq. ft of new commercial and 650 units of housing on 14 acres on San Ysidro Blvd. between I-805 & Cottonwood; the scope should be scaled back into smaller "clusters." SYBA has held preliminary discussions with the San Diego Capital Collaborative pursuant to activating a new venture capital fund they are creating to fund predevelopment costs to support "community initiated development." SDRA has been an active partner ready to support the project with "gap" funding, and regardless of SYBA's success working with a developer and property owners has plans to build a first-time Civic Center for San Ysidro to be located in the heart of the project area.

7. Advocate for long delayed Update to the San Ysidro Community Plan, which dates from 1991. Completion of the SYMP links directly to this effort; intent is that the Mobility Plan serves as the Circulation Element of the Plan Update. A Plan Update will result in elimination of the current PDO, and, in its place, adoption of the most appropriate code elements within the Land Development Code. Abolishing the PDO will facilitate the potential of additional mixed-use development throughout San Ysidro, particularly along San Ysidro Blvd.

8. Employ selective utilization of SYBA financial resources in leveraging public improvements; such projects as:

- Friendship Plaza, Phase 1 (\$3,600 maintenance annually on \$3,000,000 improvement) *
- Friendship Plaza, Phase 2 (\$2,400 estimated maintenance level required on \$3,000,000 improvement) *
- Camino de la Plaza bridge streetscape improvements (estimated \$4,800 annual maintenance of estimated \$600,000 improvement). *

III. PROMOTIONS COMMITTEE

#3 To promote San Ysidro as a consumer destination

1. Refine marketing plans by:

- Conducting business surveys
- Determine customer base
- Identify appropriate marketing tools

Explore more formalized strategic partnership with Chamber of Commerce to this end.

2. Publish 5th edition of SY Business Directory, and distribute to all 11,000 San Ysidro and nearby households. Continue to expand content, to include additional advertisers.

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3. Sponsor community events that promote San Ysidro business:

A. Holidays on the Border – late November/December. Kick off for holiday shopping season; includes:

- Businesses pass out “goodies” to the children, i.e. balloons, candy canes
- Flyers passed out and posted listing participating businesses
- Best decorated business contest.
- Santa Claus visit and tree lighting at one of shopping centers
- Drawing for large Christmas stocking filled with goodies
- Support annual tree lighting event at Library
- Continue light pole wreath decorations with Chamber

B. Consider sponsoring additional events (in conjunction with other committees), such as:

- Resource Fairs for business membership
- Super SY Cleanup event
- Casino Night fundraiser
- Mexican Independence Day: shopping tour for visitors

4. Build Business Capacity through LISC HUD Section 4 Grant

- Provide individual assessment for target area businesses on capacity building skills needed
- Provide tools for businesses to better reach customers, e.g. marketing, branding, creative window displays, and using the media and internet
- Provide business plans and mentoring for start up businesses and free onsite services to teach them how to manage their business
- Provide program support with the Public Right of Way program, Storefront Improvement Program and advocacy with other agencies and the City
- Provide free computers to businesses who complete our business capacity building program provided with LISC funding and a free Web page design; also conduct an IT workshop for member businesses, stressing value added benefit, with such practical application as adding e-mail address to their business card.

5. Explore Collaboration with Casa Familiar on Business Incubation Program. Program would propose to send out an RFP to businesses who would like to expand their business. This may be an expansion to a larger location and/or financially. It would also include expanding number of employees. The SYBA and Casa Familiar would enter into a Memorandum of Understanding (MOU).

IV. DESIGN COMMITTEE

#4 To implement a design guideline for San Ysidro commercial district.

1. Market previously developed design guidelines for streetscape and storefront improvements. Objective is to provide business and property owners with a handbook that incorporates examples of good design- façade, color, signage, streetscape, trees, etc. Key funding resources- SIP. Key design resource- PROW, and students from New School of Architecture.

2. Promote maximum utilization of City-sponsored Storefront Improvement Program, particularly as augmented by Redevelopment Funds. Connect SIP approvals with use of design guidelines. Consider forming architectural review sub-committee

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3. Utilize Public Right-of-Way (PROW) as a resource.

4. Expand information campaign on ADA compliance; link with augmented SIP resource.

5. With City of San Diego financial support, test implement a way finding sign project. Will necessitate creation of special district.

6. Facilitate planting of additional trees, as part of Mayor's/BID Council program. Inform property and business owners about care and responsibility for trees. *

7. Continue to maintain both community welcoming signs. * Fill remaining spaces on larger sign with logos depicting up to twelve SY community organizations.

8. Continue to maintain both "Adopt-A-Freeway Exit" and other landscaping projects. *

9. Continue joint banner program with Chamber. Consider new banner themes and additional pole coverage. *

#5 Implement a San Ysidro cleanup program

1. Continue litter control project in all areas of BID. The current subcontractor (Hearts & Hands) operates the maintenance cart and trailer, which provide advertising/income-generating possibilities.

2. Continue landscape maintenance projects, at the pre-2006 locations, consisting of:

- three medians and city parking lot on San Ysidro Blvd, and
- two-freeway exits (I-5 at Via de San Ysidro and I-805 at San Ysidro Blvd)

3. Manage landscape maintenance requirements mandated as a condition for San Ysidro receiving a particular public improvement project. These include:

- Adopt-A-Block sidewalk improvements (100 Block WSYB)
- "Friendship Plaza," Phase 1 (Camiones Way area)
- "Friendship Plaza," Phase 2 (pedestrian stairway and bike parking lot)- estimated completion date mid 2008
- Camino de la Plaza bridge streetscape improvements (including 700 block ESYB)- estimated completion date late 2008

4. Continue to monitor adequacy of City maintenance services. These include existing streetlights, potholes, sewers, street sweeping, graffiti control, and trash removal. Create project to map and thereby be able to better track maintenance of City mandated services. Monitor Caltrans work crew's cleanup along area freeways on/off ramps.

5. Spearhead annual San Ysidro Cleanup event, to include graffiti paint-out, in conjunction with Council 8 District office and SY Community Service Center.

6. Continue periodic "Golden Dust Pan" award in recognition of standout businesses in who maintain clean sidewalk and adjacent areas.

V. **BORDER ISSUES COMMITTEE:** *To advocate for a more efficient border crossing, both short term operational improvements and longer term complete reconfiguration of the Port of Entry* (Note- this strategic goal as yet unranked; reprioritization all strategic goals to be one subject on agenda July 2008 Board Retreat).

1. San Ysidro Port of Entry- San Ysidro is the world's busiest land border crossing averaging 113,000 persons (including people in vehicles) daily (2006 tallies), a figure which is projected by SANDAG to grow to 150,000 persons per day by 2020. The current facility is inadequate to handle this huge volume with acceptable wait times that do not negatively impact business. GSA has provided the first design of a \$570+ million project to expand the POE, and construction of the first phase could start as early as late 2008 (with completion by 2014). SYBA has played an important role in advocating that the project addresses needs of business community in design and mitigation of negative impacts on commercial land displacement and local traffic circulation. The EIR/EIS process (due in spring 2009) needs to be monitored closely.

SYBA will work closely with the San Ysidro Smart Border Coalition as a focal point for a united front by the San Ysidro community. Additionally, the SY Planning Group has requested that the City of San Diego provide master planning technical assistance (to include identification sources of additional funding needed). Particular mitigation include such remediation as:

- secure southbound pedestrian exit into Mexico on the east side,
- relocation of Greyhound and other bus company's operations into a true long distance bus terminal capacity (as originally envisioned in the \$30 million San Ysidro Intermodal Transportation Center),
- remediation pedestrian/vehicle conflict at Rail Court and the I-5 northbound entrance, and
- construction of a large scale bridge deck connector over the I-5 to connect the northern boundary of the GSA project (the pedestrian walkway) to the existing Camino de la Plaza bridge. Estimated by Caltrans at \$25 million, this improvement will link both sides of the community currently divided by the freeway in a dramatic pedestrian plaza setting that will also allow for small business "kiosks."

2. Short-Term Operational Improvements- In the interim of completing the new Port of Entry, many additional measures can be applied to make the border crossing more efficient; such as: the long promised additional CBP staffing, additional "stacked" booths, pedestrian SENTRI, "smart" technology to actually "read" documents presented. The SY Smart Border Coalition and the Alliance for Border Efficiency are major SYBA allies towards this end, and this includes advocacy for more practical measures to ease the new Passport requirement for US citizens (e.g. passport "card" and an "enhanced" California driver's license).

VI. ORGANIZATION COMMITTEE

1. Develop alternative sources of discretionary funding, by such means as:

- Explore the feasibility of expanding SYBID boundaries, particularly in the Swap Meet area, approximately 200 businesses (mostly small vendors) off Via Segundo and Via Tercero; and also at the Dairy Mart shopping plaza, approximately 30 businesses. Note a special election on the part of the candidate businesses would be required; this will entail extensive marketing.
- Conduct a fund raising event, such as a "Casino Night"

2. Publish a bilingual membership newsletter quarterly.

3. Continue annual Padres baseball event "Business Partnership with Youth," a collaboration with SYSD, Casa Familiar, YMCA, Parks & Recreation, and SYCC.

4 Continue to implement all projects and activities through increasingly functional Committee structure.

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5 Continue to hold an annual Board Retreat in order to refine and institutionalize SYBA strategic goals and annual action plans.

6. Closely monitor assessments collections with focus on members not paying fair share. Continue proactive approach, special outreach stressing added value as SYBA member. In this regard, make available an attractive organizational packet that depicts the array of SYBA activities and services.

*** Indicates projects/activities potentially funded with MAD in place**

001553		REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO			1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ONLY) 343 05/27		
TO: CITY ATTORNEY		2. FROM (ORIGINATING DEPARTMENT): CITY PLANNING & COMMUNITY INVESTMENT			3. DATE: 4/8/2008		
4. SUBJECT: BUSINESS IMPROVEMENT DISTRICT BUDGETS – FY 2009 ANNUAL APPROPRIATION PROCESS							
5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Alicia M. Higgs x66488 MS56D				6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) Scott Kessler x66405 MS56D		7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input type="checkbox"/>	
8. COMPLETE FOR ACCOUNTING PURPOSES							
FUND					9. ADDITIONAL INFORMATION / ESTIMATED COST: Approximately \$1.3 million of BID assessments will be collected in FY2009 by City on behalf of BIDs and disbursed back to the BIDs. THERE IS NO NET FISCAL IMPACT.		
DEPT.							
ORGANIZATION							
OBJECT ACCOUNT							
JOB ORDER							
C.I.P. NUMBER							
AMOUNT							
10. ROUTING AND APPROVALS							
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	SCOTT KESSLER	4-9-08	8	DEPUTY CHIEF	WILLIAM ANDERSON	4/11/08
2	DEPARTMENT DIRECTOR	WILLIAM ANDERSON	4/11/08	9	COO	JAY GOLDSTONE	4/21/08
3	ENVIRONMENTAL REVIEW	KENNETH TEASLE	4/16/08	10	CITY ATTORNEY	KIMBERLY K. HARRIS	4/23/08
4	LIAISON OFFICE	ED PLANK	4/18/08	11	ORIGINATING DEPARTMENT	ALICIA MARTINEZ-HIGGS	4/23/08
5	FINANCIAL MANAGEMENT	AUTHORIZED SIGNATURE	4/21/08	DOCKET COORD: SC COUNCIL LIAISON: SC for EIP 4/24/08			
6	AUDITORS	FERNANDA FIGUEROA	4/21/08	COUNCIL PRESIDENT CME <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input type="checkbox"/> REFER TO: COUNCIL DATE: 5/6/08			
7							
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTION(S) <input type="checkbox"/> ORDINANCE(S) <input checked="" type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)							
1. Accept the budget report for FY2009 for each Business Improvement District (BID). 2. Declare intent to levy annual assessments for each BID and set May 27, 2008 as the noticed public hearing date. 3. Confirm the budget report for each BID and levy the annual assessments for FY2009. 4. Authorize executing the FY2009 BID Operating Agreements with the respective business associations.							
11A. STAFF RECOMMENDATIONS: Adopt the Resolutions							
12. SPECIAL CONDITIONS: COUNCIL DISTRICT(S): 1, 2, 3, 4, 7, 8. COMMUNITY AREA(S): Center City, College Area, Greater North Park, La Jolla, Mid-City, Mission Beach, Ocean Beach, Old San Diego, Pacific Beach, San Ysidro, Southeastern San Diego, and Uptown. ENVIRONMENTAL IMPACT: This activity is not a "project" and is therefore not subject to CEQA pursuant to State Guidelines Section 15060 (c) (3). HOUSING IMPACT: None. OTHER ISSUES: Clerk to publish resolution of intention once in newspaper of general circulation not less than seven days before the public hearing. We request May 27, 2008 as the noticed hearing date.							

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: April 7, 2008 REPORT NO:
ATTENTION: City Council
ORIGINATING DEPARTMENT: City Planning & Community Investment
SUBJECT: Business Improvement District –FY2009 Annual
Appropriation Process
COUNCIL DISTRICT(S): 1, 2, 3, 4, 7, 8
CONTACT/PHONE NUMBER: Alicia Martinez-Higgs 23-66488/Scott Kessler 23-66405

REQUESTED ACTIONS:

At the first Council date (May 5 or 6, 2008):

1. Approve the FY2009 Budget Reports for each specified Business Improvement District [BID] (Adams Avenue, City Heights, College Area, Diamond, Downtown, El Cajon Boulevard Central, El Cajon Boulevard Gateway, Gaslamp, Hillcrest, La Jolla, Littly Italy, Mission Hills, North Park, Ocean Beach, Old Town, Pacific Beach, and San Ysidro); and
2. Declare the Council's intention to levy and collect annual assessments from businesses within each specified BID, and set May 27, 2008 as the noticed public hearing date.

At the second Council date (the noticed public hearing on May 27, 2008):

3. Confirm the FY 2009 Budget Reports for each specified BID and levy the annual assessments for those BID's; and
4. Authorize the Mayor to execute the FY2009 BID Operating Agreements with the non-profit associations for the specified BID's.

STAFF RECOMMENDATION: Adopt the requested actions.

EXECUTIVE SUMMARY: The California Streets and Highways Code authorizes the City to establish Business Improvement Districts (BID's), to levy and collect an assessment from businesses within the BID's, and to apply these assessments toward improvements and activities that benefit the businesses within their respective BID's. The City established each of the BIDs by adopting an ordinance which details the street ranges to be included in the BID, the categorization of the types of businesses within each BID, and in some cases the size of the businesses as determined by the number of employees. The assessment levels, as determined by these factors, are also detailed in each ordinance.

Under State law the City Council must annually review and approve the Budget Reports for the BID's. In addition, the City Council must annually authorize the levying of the assessments as established in the respective ordinances and hold a noticed public hearing on the matter. Once authorized, the BID assessments are collected by the City Treasurer at the same time and in the same manner as the City's business tax.

The City collects approximately \$1.3 million annually in BID assessments from approximately 12,000 businesses; these funds are accounted for separately in the City's accounting system and are provided to the non-profit business associations (whose memberships include the businesses

in the respective BID's) under an operating agreement. Generally, funds are remitted to the non-profit associations on a reimbursement basis to manage BID programs in the respective BID's, though working capital advances are permitted under certain circumstances. State law also provides that the Budget Reports shall identify any surplus or deficit revenues to be carried over from a previous fiscal year. These funds are identified in the Budget Reports as Estimated Unexpended Assessments to be carried forward and Estimated Outstanding Operating Advances. In approving the Budget Reports the City Council appropriates the assessments to be collected and the prior year surplus funds.

In accordance with State Streets and Highways Code, proposed modifications to the Adams Avenue BID and the North Park BID are noted in the Budget Reports. Actions to initiate the amendment to the Adams Avenue BID have started and it is anticipated that the ordinance amendment will be effective as of July 1, 2008. Balloting is underway in North Park and once it is completed then the proposed modifications to the North Park BID ordinance and Budget Report will be brought to City Council for approval.

FISCAL CONSIDERATIONS: The City does not retain any of the BID assessments for administrative or other purposes, there is a zero net fiscal impact for collecting and disbursing the BID assessments.

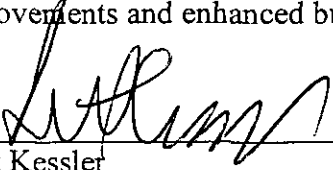
PREVIOUS COUNCIL and/or COMMITTEE ACTION: R-302888 and R-302889 (August 3, 2007) and R-302820 and R-302821 (July 16, 2007) approving the FY2008 Budget Reports for, and authorized the levying of assessments on businesses within, the following BID's: Adams Avenue, City Heights, College Area, Diamond, Downtown, El Cajon Boulevard Central, El Cajon Boulevard Gateway, Gaslamp, Hillcrest, La Jolla, Littly Italy, Mission Hills, North Park, Ocean Beach, Old Town, Pacific Beach, and San Ysidro.

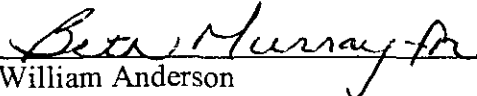
EQUAL OPPORTUNITY CONTRACTING

"This agreement is subject to Article 10, Sections 10.1 and 10.2 as stated in each Agreement for Management of the San Diego Business Improvement Districts, the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)".

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The non-profit associations that manage the BID's, holds regular meetings and publishes regular newsletters which are distributed to the businesses within the respective BID's. Organizational budgets and work plans are developed by the respective boards and approved at their meetings.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Businesses within the respective BIDS are the key stakeholders and beneficiaries of community improvements and business marketing and development. Residents and property owners may also benefit from public improvements and enhanced business services.


Scott Kessler
Originating Department


William Anderson
Deputy Chief/Chief Operating Officer

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
DIEGO CONFIRMING THE FISCAL YEAR 2009 BUDGET
REPORTS FOR SPECIFIED BUSINESS IMPROVEMENT
DISTRICTS, AND LEVYING ANNUAL ASSESSMENTS.

WHEREAS, the City Council, in accordance with the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code sections 36500, et seq.), wishes to continue the promotional activities of specified Business Improvement Districts in the City of San Diego; and

WHEREAS, on _____, 2008, the City Council adopted Resolution No. R-_____, in which the City Council approved the Fiscal Year 2009 Budget Reports for specified Business Improvement Districts in the City of San Diego; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Fiscal Year 2009 Budget Report for each specified Business Improvement District [District] in the City of San Diego is hereby confirmed. Those reports are on file with the Office of the City Clerk under the following document numbers:

<u>Business Improvement District</u>	<u>Document No.</u>
Adams Avenue	RR-_____
City Heights	RR-_____
College Area	RR-_____
Diamond	RR-_____
Downtown	RR-_____
El Cajon Boulevard Central	RR-_____

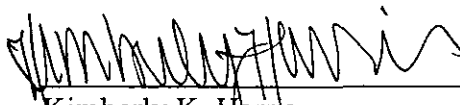
001558

El Cajon Boulevard Gateway	RR-_____
Gaslamp	RR-_____
Hillcrest	RR-_____
La Jolla	RR-_____
Little Italy	RR-_____
Mission Hills	RR-_____
North Park	RR-_____
Ocean Beach	RR-_____
Old Town	RR-_____
Pacific Beach	RR-_____
San Ysidro	RR-_____

2. That the adoption of this Resolution shall constitute the levy of assessments for each specified District during Fiscal Year 2009, as referenced in the respective Budget Reports.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Kimberly K. Harris
Deputy City Attorney

KKH:bas
04/11/08
Or.Dept: CP & CI
R-2008-969
MMS #6175

001559

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

00-561

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR TO
EXECUTE THE FISCAL YEAR 2009 OPERATING
AGREEMENTS FOR SPECIFIED BUSINESS
IMPROVEMENT DISTRICTS.

WHEREAS, the City Council, in accordance with the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code sections 36500, et seq.), wishes to continue the promotional activities of specified Business Improvement Districts in the City of San Diego; and

WHEREAS, on _____, 2008, the City Council adopted Resolution No. R-_____, in which the City Council approved the Fiscal Year 2009 Budget Reports for specified Business Improvement Districts in the City of San Diego; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor (or his designee) is authorized to execute the Fiscal Year 2009 operating agreements with the following associations for each of the respective Business Improvement Districts in the City of San Diego specified herein, those agreements being on file with the Office of the City Clerk under the following document numbers:

<u>Association</u>	<u>Business Improvement District</u>	<u>Document No.</u>
Adams Avenue Business Association, Inc.	Adams Avenue	RR-_____
City Heights Business Association	City Heights	RR-_____

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College Area Economic Development Corporation	College Area	RR-_____
Diamond Community Development Corporation	Diamond	RR-_____
Downtown San Diego Partnership, Inc.	Downtown Improvement Area	RR-_____
El Cajon Boulevard Business Improvement Association	El Cajon Gateway	RR-_____
El Cajon Boulevard Business Improvement Association	El Cajon Central	RR-_____
Gaslamp Quarter Association, Inc.	Gaslamp	RR-_____
Hillcrest Business Improvement Association, Inc.	Hillcrest	RR-_____
Promote La Jolla, Inc.	La Jolla	RR-_____
Little Italy Association	Little Italy	RR-_____
Mission Hills Business Improvement District	Mission Hills	RR-_____
North Park Organization of Businesses, Inc.	North Park	RR-_____
Ocean Beach Merchant's Association, Inc.	Ocean Beach	RR-_____
Old Town San Diego Chamber of Commerce	Old Town	RR-_____
The Pacific Beach Community Development Corporation dba Discover Pacific Beach	Pacific Beach	RR-_____

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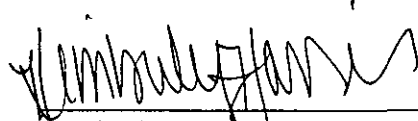
San Ysidro Improvement
Corporation

San Ysidro

RR-_____

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Kimberly K. Harris
Deputy City Attorney

KKH:bas
04/11/08
Or.Dept: CP & CI
R-2008-970
MMS #6175

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

001565

CLERK'S FILE COPYRESOLUTION NUMBER R- 303660DATE OF FINAL PASSAGE MAY 13 2008105
7/0

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN
DIEGO APPROVING THE FISCAL YEAR 2009 BUDGET
REPORTS FOR SPECIFIED BUSINESS IMPROVEMENT
DISTRICTS.

WHEREAS, the City Council, in accordance with the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code sections 36500, et seq.), wishes to continue the promotional activities of specified Business Improvement Districts in the City of San Diego; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

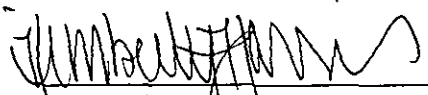
1. That the Fiscal Year 2009 Budget Report for each specified Business Improvement District [District] in the City of San Diego is hereby approved. Those Districts are as follows: Adams Avenue; City Heights; College Area; Diamond; Downtown; El Cajon Boulevard Central; El Cajon Boulevard Gateway; Gaslamp; Hillcrest; La Jolla; Little Italy; Mission Hills; North Park; Ocean Beach; Old Town; Pacific Beach; and San Ysidro.
2. That a full and detailed report describing each specified District, including the boundaries of proposed assessments to be levied upon the businesses as well as the

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improvements and activities to be undertaken within each specified District, from July 1, 2008 through June 30, 2009, is available for review at the Office of the City Clerk.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By




Kimberly K. Harris
Deputy City Attorney

KKH:bas
04/09/08
Or.Dept:CP&CI
R-2008-967
MMS #6175

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 6 2008.

ELIZABETH S. MALAND
City Clerk

By 

Deputy City Clerk

Approved: 5.13.08

(date)



JERRY SANDERS, Mayor

Vetoed: _____

(date)

JERRY SANDERS, Mayor

RESOLUTION NUMBER R- 303661DATE OF FINAL PASSAGE MAY 13 2008

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO DECLARING THE COUNCIL'S INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FROM BUSINESSES WITHIN SPECIFIED BUSINESS IMPROVEMENT DISTRICTS FOR FISCAL YEAR 2009, AND NOTICING THE PUBLIC HEARING.

WHEREAS, the City Council, in accordance with the Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code sections 36500, et seq.), wishes to continue the promotional activities of specified Business Improvement Districts in the City of San Diego; and

WHEREAS, on March 4, 2008, by Resolution No. R-303447, the Council declared its intention to modify the Adams Avenue Business Improvement District [BID] to expand the District to include the Kensington-Talmadge business core;

WHEREAS, as specified in Resolution No. R-303447, the Council held a public meeting on April 1, 2008, and a public hearing on April 29, 2008, to permit testimony in support of or in opposition to the levying of assessments on the businesses in the proposed expanded area of the Adams Avenue BID; and

WHEREAS, on April 29, 2008 an ordinance was introduced to amend Ordinance O-18087 to expand the Adams Avenue BID; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the intention of the City Council to levy and collect an assessment from businesses within each specified Business Improvement District [District] in the City of San Diego for the period of July 1, 2008 through June 30, 2009 is hereby declared.

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2. That the Districts to be assessed and their respective locations are as follows:

Adams Avenue - generally from the 2400 to the 4248 block of Adams Avenue; and all adjacent side-streets from the 4600 to the 4799 block of those side-streets.

City Heights - generally from the 3300 to the 4799 block of University Avenue; and all adjacent side-streets from the 3800 to the 4099 block of those side-streets.

College Area - generally from the 5400 to the 7400 block of El Cajon Boulevard; all adjacent streets from the 5400 to the 7400 block of El Cajon Boulevard; and certain other streets in the vicinity of San Diego State University.

Diamond - generally that area within the diamond formed by the following four points: the 1900 block of Euclid Avenue to the north; the 1000 block of Euclid Avenue South to the south; the 6900 block of Imperial Avenue to the east; and the 3900 block of Market Street to the west.

Downtown - generally that area within the following boundaries: Ash Street to the north; E Street to the south; Tenth Avenue to the east; and First Avenue to the west.

El Cajon Boulevard Central - generally from the 3300 to the 5399 block of El Cajon Boulevard; all adjacent side-streets from 33rd Street to 47th Street between the 4200 to the 4399 block of those side-streets; and all adjacent side-streets from Euclid Avenue to Dayton Street between the 4300 and the 4499 block of those side-streets.

El Cajon Boulevard Gateway - generally from the 1800 to the 3299 block of El Cajon Boulevard; and all adjacent side-streets from the 4200 to the 4399 block of those side-streets.

C01569

Gaslamp - generally that area within the following boundaries: Broadway to the north; the San Diego and Arizona East Railway right-of-way to the south; Sixth Avenue to the east; and Fourth Avenue to the west.

Hillcrest - generally that area within the following boundaries: Montecito Street to the north; Upas Street to the south; Park Boulevard to the east; and Front Street to the west.

La Jolla - generally from 200 to 1445 Prospect Street; Ivanhoe Avenue, Herschel Avenue, Girard Avenue, and Fay Avenue between Torrey Pines Road and Pearl Street; and from the 1100 block of Torrey Pines Road to the 400 block of Pearl Street toward La Jolla Boulevard, including 7345 to 7607 La Jolla Boulevard.

Little Italy - generally that area within the following boundaries: Laurel Street to the north; "A" Street to the south; Interstate 5 and Front Street to the east; and North Harbor Drive to the west.

Mission Hills - generally from 818 to 1112 Fort Stockton Drive, including all adjacent side-streets from Stephens Street to Albatross Street; 228 to 1794 Washington Street; the 300 to the 1025 block of University Avenue; 328 to 1753 West Lewis Street; and 3033 to 3753 India Street.

North Park - generally from 2750 to 3299 University Avenue, including all adjacent side-streets between the 3800 and the 3999 block of those side-streets; 2750 to 3299 Lincoln Avenue; and 2850 to 3299 North Park Way.

Ocean Beach - generally from the 4800 to the 5099 block of Newport Avenue; portions of the 4700 to the 5099 block of Narragansett Avenue, Niagara Avenue,

C01570

and Santa Monica Avenue; and portions of Sunset Cliffs Boulevard, Cable Street, Bacon Street, and Abbot Street between 1769 and 1976 of those streets.

Old Town - generally that area within the following boundaries: Interstate 5 to the north; Pacific Highway to the south; Washington Boulevard to the east; and Rosecrans Street to the west.

Pacific Beach - generally that area within the following boundaries: Garnet Avenue and Balboa Avenue to the north; the 700 to the 1099 block of Turquoise Street to the northwest; Grand Avenue to the south, including Ingraham Street and all adjacent side-streets from the 3400 block to Grand Avenue; Interstate 5 to the east; and the 4100 to 5199 block of Mission Boulevard and all adjacent side-streets to the west.

San Ysidro - generally that area within the following boundaries: the 930 block of West San Ysidro Boulevard to the northwest; the U.S.-Mexico border to the southeast; East Beyer Boulevard to the east; and Willow Road to the southwest.

3. That the proposed improvements and activities authorized by the ordinance establishing each specified District (or by amendment to such ordinance), as well as any substantial changes and/or additions proposed to be made to those improvements and activities in Fiscal Year 2009, are as follows:

<u>District</u>	<u>Improvements and Activities Authorized by Ordinance</u>	<u>Substantial Changes and/or Additions to Improvements and Activities</u>
Adams Avenue	Acquisition, construction, or maintenance of parking facilities; promotion of public events; furnishing of music; promotion of business activities; administration/operations;	Website; master plan development; Storefront Improvement Program/PROW Program; and grant/funding solicitation.

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advertising/promotion; special events;
newsletter/brochure; business
development; maintenance of
landscaping; and public improvements.

City Heights

Acquisition, construction, or
maintenance of parking facilities;
promotion of public events;
furnishing of music; promotion
of business activities;
administration/operations;
advertising/promotion; special events;
newsletter/brochure; business
development; and street decorations.

Website;
beautification/maintenance; and
Storefront Improvement
Program/PROW Program.

College

Acquisition, construction, or
maintenance of parking facilities;
promotion of public events; furnishing
of music; promotion of business
activities; administration/operation;
and advertising/promotion.

Website; newsletter; special
events; business mixers; and
beautification/maintenance.

Diamond

Acquisition, construction, or
maintenance of parking facilities;
promotion of public events; furnishing
of music; promotion of business
activities; administration/operation; and
advertising/promotion.

Website; Maintenance
Assessment District formation
activities; business development;
special events; and grant/funding
solicitation.

Downtown

Street decoration/music;
promotion of public events; and
promotion of retail trade.

Business attraction/development;
Residential Marketing Alliance;
Paradise in Progress; special
events;
marketing/communications/
website; master plan
development; homeless
intervention; and Transit Pass
Program.

El Cajon Blvd.
Central

Acquisition, construction, or
maintenance of parking facilities;
street decoration; promotion of public
events; furnishing of music;
promotion of business activities;
administration/operation;
advertising/promotion; newsletter; and

Website;
beautification/maintenance;
transit programs; Pilot Village;
and public improvements.

001572

new business development.

El Cajon Blvd
GatewayAcquisition, construction or
maintenance of parking facilities;
street decoration; promotion of public
events; furnishing of music; and
promotion of business activities.Website;
administration/operation;
advertising/promotion;
beautification/maintenance;
transit programs; Pilot Village;
and public improvements.

Gaslamp

Acquisition, construction, or
maintenance of parking facilities;
street decoration; promotion of public
events; furnishing of music;
promotion of business activities; and
administration/operations.Infrastructure Improvement Plan;
pedestrian way-finding;
special events; and
marketing/promotions.

Hillcrest

Acquisition, construction, or
maintenance of parking facilities; street
decoration; promotion of public events;
furnishing of music; promotion of
business activities; and
administration/operations.Website; Farmers Market;
walking patrol;
beautification/maintenance;
newsletter; and public
improvements.

La Jolla

Acquisition, construction, or
maintenance of parking facilities;
street decoration; promotion of public
events; furnishing of music;
promotion of business activities; and
administration/operations.Website; newsletter; special
events; marketing/advertising;
public improvements;
beautification/maintenance; and
way-finding signage.

Little Italy

Acquisition, construction, or
maintenance of parking facilities;
street decoration; promotion of public
events; furnishing of music;
promotion of business activities;
special events; and marketing
administration.Website; grant/funding
solicitation;
beautification/maintenance;
public improvements; signage;
transit issues; and homeless
intervention.

Mission Hills

Acquisition, construction, or
maintenance of parking facilities;
street decoration; promotion of public
events; furnishing of music; promotion
of business activities;
advertising/promotion; newsletter;
holiday decorations; special events;Website and public
improvements.

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landscape beautification; business alert program; and business development.

North Park

Acquisition, construction, or maintenance of parking facilities; street decoration; promotion of public events; furnishing of music; promotion of business activities; administration/operations; promotion/advertising; newsletter; business directory; and special events.

Website; community redevelopment; Historic Building Registry; Farmers Market; Ray at Night monthly event; and beautification/maintenance.

Ocean Beach

Acquisition, construction, or maintenance of parking facilities; street decoration; promotion of public events; furnishing of music; promotion of business activities; administration/operations; advertising/promotion; Cleanup and landscaping in public right of way; newsletter; holiday decorations; and business development.

Website; special events; Farmers Market; public improvements; Tile Program; Storefront Improvement Program/design guidelines; Historic Landmark Project; Ocean Beach Merchant's Association Merchant Handbook; Un-Reinforced Masonry Program; and business training.

Old Town

Acquisition, construction or maintenance of parking facilities; street decoration; promotion of public events; furnishing of music; promotion of business activities; administration/operations; and advertising/promotion.

Website; tourism promotion; streetscaping; and special events.

Pacific Beach

Acquisition, construction, or maintenance of parking facilities; street decoration; promotion of public events; furnishing of music; promotion of business activities; administration/operations; security publications; advertising; decorations; and streetscape.

Website; public improvements; special events; beautification/maintenance; Beach Area Community Court; and business training.

San Ysidro

Acquisition, construction, or maintenance of parking facilities; street decoration; promotion of public events; furnishing of music; promotion of business activities; marketing/promotion;

Website; public improvements; traffic circulation; design guidelines; beautification/maintenance; Pilot Village; special events; and business training.

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administration/operations;
design/planning; and general projects.

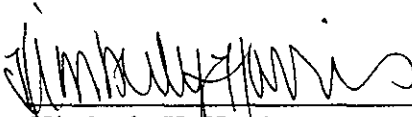
4. That a full and detailed report describing each specified District, including the boundaries of proposed assessments to be levied upon the businesses as well as the improvements and activities to be undertaken within each specified District, from July 1, 2008, through June 30, 2009, is available for review at the Office of the City Clerk.

5. That notice is hereby given that on May 27, 2008 at 10:00 a.m. (the hour) in the Council Chambers of the City Administration Building, located at 202 "C" Street, 12th Floor, San Diego, California, is fixed as the time and place when and where any and all interested persons having a desire to be heard may appear and state their views, or submit such views in writing in compliance with California Streets and Highways Code Sections 36524 and 36525, for or against the continued establishment of each specified District, the extent of each specified District, the furnishing of specified types of improvements or activities within each specified District, or the levying of the proposed assessments within each specified District.

6. That the City Clerk is hereby directed to give notice of the aforementioned public hearing by publication, pursuant to California Streets and Highways Code section 36534(b).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Kimberly K. Harris
Deputy City Attorney

KKH:bas
04/09/08
Or.Dept:CP&CI
R-2008-968
MMS #6175

001575

(R-2008-968)

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of MAY 6 2008.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 5.13.08
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

343
5/27

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, AND XXXXXXXX FOR
THE MANAGEMENT OF THE
XXXXXXXX
IN FISCAL YEAR 2009**

This Agreement [Agreement] is made between The City of San Diego, a municipal corporation [City], and XXXXX XXXXX XXXXX XXXXX [Contractor], a California Corporation, hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Ordinance No. 0- XXXXX established and defined a parking and business improvement area, known as the XXXXX XXXXX XXXXX XXXXX [District]; and

WHEREAS, pursuant to Ordinance No. 0- XXXXX , the City collects a special charge from business owners in the District to be used for the promotion of, and improvement to, the District; and

WHEREAS, pursuant to Council Policy 900-17, City Council shall designate an entity to carry out the improvement program; and

WHEREAS, the City desires to consider plans and proposals for the purpose of making general improvements in the District and solving problems of the District, including the:

- a) acquisition, construction, and/or maintenance of parking facilities for the benefit of the District;
- b) decoration of public places in the District;
- c) promotion of public events in public places in the District;
- d) furnishing of music in public places in the District;
- e) promotion of business activities in the District; and
- f) any and all other purposes authorized by law, the ordinance establishing the District, and/or the City Council.

WHEREAS, Contractor has experience in small business affairs within the District, local expertise, is representative of businesses, and is qualified and willing to provide the services described herein; and

WHEREAS, the services to be performed by Contractor contribute to the economic and promotional well-being of the District;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

EFFECTIVE DATE; TERM OF AGREEMENT

- 1.1 Upon the execution of this Agreement by the Parties and approval of this Agreement by the City Attorney in accordance with Charter Section 40, this Agreement shall be effective as of July 1, 2008 and continue for one year until June 30, 2009 [Term], unless terminated earlier in accordance with the terms of this Agreement.
- 1.2 This Agreement may be extended for up to ninety days so long as any and all extensions are made in compliance with all applicable City policies.

ARTICLE II

CONTRACT ADMINISTRATOR; DESIGNATED REPRESENTATIVE

- 2.1 The City's Economic Development Division [Division] is the contract administrator for this Agreement. City hereby designates the Office of Small Business Manager of the Division as City's designated representative for the purposes of this Agreement.
- 2.2 City's designated representative shall communicate with Contractor on all matters related to the administration of this Agreement and Contractor's performance of its obligations and duties rendered hereunder. Contractor shall work solely under the direction of the designated representative of the Division in performing Contractor's obligations and duties under this Agreement.
- 2.3 City, at its sole discretion, may change its designated representative at any time and shall inform Contractor of any change in its designated representative within ten calendar days of the date of such change.

ARTICLE III

INDEPENDENT CONTRACTOR; ASSIGNMENT; DESIGNATED REPRESENTATIVE

- 3.1 Contractor acknowledges, and shall require each of its Subcontractors to acknowledge, that Contractor and its Subcontractors are independent contractors, and not agents or employees of City. Any provision of this Agreement that may appear to give City a right to direct Contractor concerning the details of performing its obligations and/or duties under this Agreement, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the

performance. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind, on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

- 3.2 Because this Agreement is entered into by City in reliance upon Contractor's involvement in small business affairs within the District, experience and is representative of business, Contractor shall not assign or subcontract any of its rights, obligations, and/or duties under this Agreement, without first obtaining the written consent of the City. Any assignment in violation of this Section is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee, but any such assignment shall be ineffective, null and void.
- 3.3 Contractor hereby designates its Executive Director to be Contractor's designated representative for the purposes of this Agreement. In the event Contractor changes its designated representative for the purposes of this Agreement, Contractor shall notify the City of the new designated representative within ten calendar days of the date of such change.

ARTICLE IV

OBLIGATIONS OF CONTRACTOR

4.1 GENERAL OBLIGATIONS

- 4.1.1 Contractor shall perform all services necessary for the proper management of the District. Specifically, Contractor shall perform all Program-related services, including, but not limited to, the administration of the Program within the District, in a professional and prudent manner, and in accordance with the provisions of this Agreement, the Budget Report, City Council Policy 900-07 ("Business Improvement Districts"), the Parking and Business Improvement Area Ordinance (San Diego Municipal Code sections 61.1800 et seq.), and the Parking and Business Improvement Area Law of 1965 and 1989 (California Streets and Highways Code sections 36000 et seq.). The "Budget Report" is the annual report submitted by contractor and approved by City Council in Resolution R-_____. "Program" is described in the Budget Report and also refers to the contractor's obligations herein.
- 4.1.2 The total payment to be paid to Contractor under this Agreement shall not, under any circumstances, exceed the amount set forth in the District's Budget, as described in the Budget Report. Any expenditure for items not included in the Budget Report shall not be reimbursed by the City.
- 4.1.3 Contractor shall be responsible for subcontracting for any support services required under this Agreement, and for paying for all such direct out-of-pocket expenses as may be necessary for the timely completion of the Program.

- 4.1.4 Contractor shall conduct all hiring of staff using an open, competitive process. This process shall include the publication of a Request for Qualifications in at least one newspaper of general circulation.

4.2 SPECIFIC OBLIGATIONS

4.2.1 Contractor shall:

- a) establish objectives for evaluating and strengthening the existing businesses within the District, and explore methods of attracting new businesses into the District;
- b) develop a general promotional strategy, tailored to the businesses within the District - any special events are subject to the City's general regulations and requirements, unless an alternative written agreement is executed between the City's Special Events Office and Contractor;
- c) establish a liaison with agencies conducting business revitalization activities, and explore means of supporting public improvement projects within the District;
- d) be responsible for managing the Banner District (which overlaps the District), in accordance with the City's Development Services Department policies, and any other applicable rules and regulations; and
- e) distribute a newsletter at least every three months, which shall include, among other things, a directory of Contractor's current Board Members, to every business assessed in the District.

- 4.2.2 Contractor shall hold an annual meeting in compliance with the noticing requirements herein. In addition, Contractor shall send a notice of the meeting to all business owners within the District, informing them of Contractor's functions, and affording them an opportunity to express their desires and concerns to Contractor.

- 4.2.3 Contractor shall appoint a representative and an alternate representative, at least one of whom shall attend each monthly meeting of the San Diego Business Improvement District Council.

- 4.2.4 Contractor shall provide, among other things, each of the following submittals to City:

- a) **Monthly Report.** This report shall include an outline of the activities and progress of Contractor's projects within the District, as well as

Contractor's reimbursement requests, to be submitted by the thirtieth day of each month, beginning sixty days after the execution of this Agreement.

b) **Annual Appropriation Report:**

1. This report shall include an outline of the proposed improvements and activities within the District, as well as the estimated cost, by category, of providing those improvements and activities for Fiscal Year [FY] 2010.
2. The report shall also identify the estimated amount of any surplus or deficit in District assessment funds to be carried over from FY 2009, and any anticipated contributions during FY 2010, to be collected from sources other than the District assessment funds levied in FY 2010.
3. The report shall be delivered to the City on or before March 1, 2009, in time for the annual Business Improvement District [BID] appropriation process for Fiscal Year 2010 by the City Council.

- c) **Annual Report.** Contractor shall prepare an Annual Report, summarizing Contractor's goals, accomplishments, and expenditures for FY 2009. The report shall be delivered to the City on or before November 30, 2009, and distributed to every business assessed in the District.

ARTICLE V

ADVANCES; REIMBURSEMENTS; ADJUSTMENTS; OTHER REVENUE

5.1 ADVANCES

- 5.1.1 Upon a written request from Contractor, City may make a cash advance to Contractor for working capital purposes. Any advance will be based on available cash at the time of the request, subject to certification of funds availability by the City Auditor and Comptroller.
- 5.1.2 Any advance to Contractor shall be returned on or before the expiration of this Agreement (or upon termination, if earlier), either as a reduction of the final request for reimbursement, or as a transfer of funds from Contractor to City, unless otherwise specified in Exhibit A, "Advance Payment Information."
- 5.1.3 The City may advance Small Business Enhancement Program [SBEP] funds to Contractor, in full or in part, from those SBEP funds allocated to the Business

Improvement District Council [BID Council], in accordance with City Council Policy 900-15. Such advance of SBEP funds is subject to each of the following:

- a) review and approval of the advance by the BID Council for BID management activities;
- b) receipt by City of a signed agreement between Contractor and the BID Council, detailing the amount, timing, permitted use of such funds, and any other language required by this Agreement;
- c) authorization by Contractor for City to audit the use of any advanced funds; and
- d) receipt by City of a full accounting by Contractor of any BID management SBEP funds previously advanced to Contractor.

5.2 REIMBURSEMENT REQUESTS

- 5.2.1 Contractor shall submit to City, on a monthly basis, its requests for reimbursement (in duplicate), along with all supporting receipts, invoices, checks, payroll statements, bank statements, and any other records for services performed, in accordance with the procedures described in Exhibit B, "BID Reimbursement Request Procedures." Each expenditure for reimbursement must show as cleared on the submitted bank statements. Bank statements, alone, will not be accepted by the City, except under extraordinary circumstances.
- 5.2.2 All requests for reimbursement shall be accompanied by the following statement: *"(Contractor's Name) hereby certifies that all staff time expended and reimbursements requested are for services performed in accordance with the Agreement between The City of San Diego and (Contractor's Name) for the management of the (BID Name) in Fiscal Year 2009". Reimbursement requests shall be signed by an officer of Contractor, not the Executive Director.*

5.3 REIMBURSEMENTS

- 5.3.1 City shall reimburse Contractor for Program expenses, upon receipt of proper evidence of Contractor's expenditures and/or contractual obligations for FY 2009, pursuant to this Article, and in accordance with the standardized accounting and reimbursement procedures adopted by City and BID Council. Said reimbursement shall not exceed the total allocation of funds set forth in the Budget Report for FY 2009 (including reserves).
- 5.3.2 A Reimbursement Request that is not consistent with the Budget Report, or is not supported with proper documentation described herein and in Exhibit B, shall be considered an ineligible expenditure.

- 5.3.3 City hereby agrees to pay all properly submitted requests for reimbursement to Contractor no later than thirty calendar days from receipt of Contractor's completed request packet, subject to availability of District assessment funds collected by City, (i.e., Cash in Treasury) for the District.
- 5.3.4 Contractor shall not use District assessment funds in its operations, directly or indirectly, during any period of federal, state, or local debarment, suspension, or ineligibility of Contractor, when Contractor has been noticed, or should have known of such debarment, suspension, or ineligibility.
- 5.4 **ADJUSTMENTS BETWEEN COST CATEGORIES.** Any Contractor requests for adjustments between cost categories that exceed twenty-five percent of the District's Budget, as described in the Budget Report, shall be submitted to City in writing, and shall be approved by City, in writing, prior to Contractor's expenditure of additional funds in that cost category. City shall be authorized to make reasonable adjustments between Contractor's estimated cost categories, as limited by the total annual appropriation for the Program.
- 5.5 **OTHER REVENUE.** In the event Contractor, in its capacity as the manager of the District, collects District assessment funds directly from associate members and/or classes of businesses not required by the City to obtain a Business Tax Certificate, Contractor shall separately account for such assessment funds and shall only use such funds to pay for Contractor's performance of its obligations and/or duties under this Agreement. Contractor shall, within thirty calendar days of any written request by the City, provide the City an accounting of Contractor's collection and expenditure of any such assessment funds.

ARTICLE VI

SUSPENSION AND TERMINATION

- 6.1 **SUSPENSION OR DISALLOWANCE OF PAYMENTS**
- 6.1.1 Other provisions of this Agreement notwithstanding, if Contractor fails to comply with any term or condition of this Agreement, the City's remedies include, but are not limited to, each of the following:
- a) suspending one or more payments to Contractor, pending correction of the activity or action not in compliance; and/or
 - b) disallowing funds for all or part of the cost of the activity or action not in compliance.
- 6.1.2 If the City notifies Contractor that the City has suspended payments or disallowed funds, Contractor shall not expend any funds related to, or connected with, any area of controversy or conflict that resulted in the suspension or disallowance of

funding.

6.2 TERMINATION FOR ANY REASON

- 6.2.1 Notwithstanding the Term of this Agreement, City or Contractor may terminate this Agreement for any reason at any time during the term of this Agreement upon sixty calendar days written notice of the termination to the other party delivered in accordance with the notice provisions herein.
- 6.2.2 In the event this Agreement is terminated pursuant to Section 6.2.1, Contractor shall deliver to the City all books, data, records, work product, leases, and agreements prepared and/or completed directly in connection with, or related to, Contractor's performance under this Agreement, as well as all District assessment funds, accounts receivable attributable to the use of such funds, vehicles, equipment, and any other assets of the District, no later than the termination date of this Agreement.

6.3 TERMINATION FOR CURABLE DEFAULT

- 6.3.1 Except as provided in Section 6.4.1, the City, at its sole discretion, may terminate this Agreement upon thirty calendar days written notice to Contractor delivered in accordance with the notice provisions herein, if Contractor fails to comply with (i.e., defaults on) any term or condition of this Agreement. The written notice shall include a description of Contractor's default. If Contractor fails to cure the default within thirty calendar days of the date Contractor receives the written notice, the City may immediately terminate this Agreement.
- 6.3.2 The City reserves the right to suspend one or more payments to Contractor during the thirty calendar day notice period described in this section.
- 6.3.3 In the event this Agreement is terminated pursuant to this Section, Contractor shall deliver to the City all books, data, records, work product, leases, and agreements prepared and/or completed directly in connection with, or related to, Contractor's performance under this Agreement, as well as all District assessment funds, accounts receivable attributable to the use of such funds, vehicles, equipment, and any other assets of the District, upon the termination date of this Agreement.

6.4 **TERMINATION FOR INCURABLE DEFAULT**

6.4.1 The City, at its sole discretion, may immediately terminate this Agreement upon written notice to Contractor delivered in accordance with the notice provisions herein if:

- a) Contractor makes material misrepresentations in regard to information furnished to the City pursuant to this Agreement, regardless of whether Contractor had knowledge or intent with respect to the misrepresentation;
- b) Contractor, or any of its officers or directors, engages in conduct that results in Contractor, or any of its officers or directors, being convicted of a felony that materially and adversely affects Contractor's performance of its obligations under this Agreement;
- c) Contractor misappropriates funds;
- d) Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors; and/or
- e) Contractor is unable or unwilling to comply with any additional terms or conditions concerning the Program that may be required by newly enacted (or amended) federal, state, and/or local laws, rules, regulations, and/or other directives.

6.4.2 In the event this Agreement is terminated pursuant to this Section, Contractor shall deliver to the City all books, data, records, work product, leases, and agreements prepared and/or completed directly in connection with, or related to, Contractor's performance under this Agreement, as well as all District assessment funds, accounts receivable attributable to the use of such funds, vehicles, equipment, and any other assets of the District, upon the termination date of this Agreement.

6.5 **CONTINUING RESPONSIBILITIES.** In the event this Agreement is terminated:

- a) Contractor shall, until the termination date of this Agreement, continue to manage the District, so that there is no interruption in or loss of service to the business owners within the District. Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's performance of its obligations and duties under this Agreement. For services rendered in completing the work, Contractor shall be entitled to fair and reasonable compensation for the services performed by Contractor before the effective date of termination.
- b) City will, upon the effective date of termination, assume the responsibility for the management of the District.

- c) Contractor, by accepting payment for completion, discharges City of all City's payment obligations and liabilities under this Agreement.

6.6 **RIGHTS AND REMEDIES.** The City's termination of this Agreement shall terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of the City enumerated in this Article are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Article otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against Contractor.

6.7 **NO SUBSEQUENT AGREEMENT.** In the event this Agreement expires and City elects not to enter into a subsequent agreement with Contractor for the management of the District for the following fiscal year, Contractor shall deliver to the City:

- a) all books, data, records, work product, leases, and agreements prepared and/or completed directly in connection with, or related to, Contractor's performance under this Agreement, as well as all District assessment funds, accounts receivable attributable to the use of such funds, vehicles, equipment, and any other assets of the District, upon the expiration date of this Agreement; and
- b) the Annual Report, in accordance with Contractor's specific obligations enumerated herein.

ARTICLE VII

INDEMNIFICATION

7.1 **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Contractor shall defend, indemnify, protect, and hold harmless the City, its elected officials, departments, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including, without limitation, injury to Contractor's officers, employees, invitees, guests, agents, and/or Subcontractors, which arise from, or are in any manner directly or indirectly connected with, or are caused, or claimed to be caused, by this Agreement, or by the acts or omissions of Contractor, its officers, employees, representatives, agents, and/or Subcontractors in performing the work or services required whether or not such work or services are authorized herein, and all expenses of investigating and defending against same, including, without limitation, attorney's fees and costs. Contractor's obligations under this section shall not include any claims or liability arising from the established sole negligence or willful misconduct of City, its elected officials, departments, officers, employees, representatives, and/or agents. City may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If the City elects to conduct its own defense, participate in

its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, Contractor shall pay City for all costs related thereto, including, without limitation, attorney's fees and costs.

- 7.2 **ENFORCEMENT COSTS.** Contractor shall pay the City any and all costs City incurs enforcing the indemnity and defense provisions set forth in this Article or any matter in this Agreement.

ARTICLE XIII

INSURANCE

- 8.1 **CONTRACTOR'S DUTY TO MAINTAIN INSURANCE.** At all times during this Agreement, Contractor shall maintain and comply with the insurance requirements set forth in this Article. Contractor shall provide to City insurance certificates reflecting evidence of all insurance coverage required under this article within thirty days of the Effective Date. Notwithstanding any provision of this Agreement to the contrary, Contractor's failure or refusal to obtain, maintain or renew insurance as required by this Agreement, or failure to provide proof of insurance, shall be a default of this Agreement. If a default under this Article occurs, City shall be permitted to suspend payments during such default period.
- 8.2 **INSURANCE REQUIREMENTS.** Contractor shall deliver to City a current certificate of insurance for:
- 8.2.1 *Commercial General Liability [CGL] Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000);*
 - 8.2.2 *Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated on the Premises. Coverage shall be written on ISO form CA 00 01 12 90, or a substitute form providing equivalent liability coverage; and*
 - 8.2.3 *Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor's employees who are subject to this Agreement, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000). The Workers' Compensation policy shall be endorsed to expressly provide that the insurer waives the right of subrogation against The City of San Diego, its elected officials, officers, agents, employees, and representatives.*
- 8.3 **Additional Insureds.** Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees,

representatives, and agents" shall be named as additional insureds in the CGL and the Automobile Liability Insurance.

- 8.4 **Primary & Non-Contributory.** Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by City. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with City's Economic Development Department.
- 8.5 **Qualified Insurer(s).** All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.
- 8.6 **Deductibles/Retentions.** All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Contractor and must be disclosed and acceptable to City at the time evidence of insurance is provided.
- 8.7 **Continuity of Coverage.** All policies shall be in effect on or before the first day of the Term. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement.
- 8.8 **Modification.** To assure protection from and against the kind and extent of risk existing by the obligations under this Agreement, City, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving Contractor thirty (30) days prior written notice. Contractor shall also obtain any additional insurance required by City for changed circumstances or City's reasonable re-evaluation of risk levels related to Contractor's obligations under this Agreement.
- 8.9 **Contractor's Liability Not Limited to Insurance Coverage.** Notwithstanding any other provision in this Agreement, Contractor's liability shall not be deemed limited in any way to the insurance coverage required in this Article.

ARTICLE IX

DATA AND RECORDS

- 9.1 **GENERAL.** Contractor shall maintain, and require its Subcontractors to maintain, all administrative and financial records required in connection with the Program (including, but not limited to, all books, accounting records, invoices, receipts, payroll records, personnel records, and any other data and records pertaining to all matters covered in this Agreement) during the term of this Agreement.

- 9.2 **ACCOUNTING RECORDS.** Contractor shall maintain, and require its Subcontractors to maintain, complete and accurate accounting records, in accordance with Generally Accepted Accounting Practices [GAAP] in the industry. Within thirty calendar days of any written request by the City for such records, Contractor shall make available to the City, for review and audit, all Program-related accounting records, documents, and any other financial data and records. Upon the City's request, Contractor shall submit exact duplicates of the originals for all requested records to the City.
- 9.3 **INSPECTION AND PHOTOCOPYING.** At any time during normal business hours and as often as the City deems necessary, Contractor shall permit, and require its Subcontractors to permit, the City, or its authorized agents, to inspect and photocopy, at a reasonable location within the County of San Diego (e.g., the offices of Contractor), all books, accounting records, invoices, receipts, payroll records, personnel records, and any other Program data and records pertaining to all matters covered in this Agreement, for the purposes of auditing, monitoring, and/or evaluating Contractor's performance of its obligations and/or duties in connection with the Program. The City may retain copies of the same, with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. The City will keep all copies of Contractor's data and records in the strictest confidence required by law.
- 9.4 **STORAGE PERIOD.** Contractor shall store, and require its Subcontractors to store, all Program data and records for a period of not less than five years from the expiration date of this Agreement. All such data and records shall be kept at Contractor's (or relevant Subcontractor's) regular place of business. At any time during the storage period, Contractor shall permit, and require each of its Subcontractors to permit, the City, or its authorized agents, to examine all such data and records. After the storage period has expired, or all audit findings have been resolved, whichever is later, Contractor shall provide City with thirty calendar days written notice of its intent to dispose of any Project data and records.
- 9.5 **ORIGINAL DOCUMENTS.** Notwithstanding the foregoing, upon the expiration or termination of this Agreement, City may request that Contractor deliver, and Contractor shall deliver, within fifteen calendar days of any such request by City, the originals of all such data and records to City. Contractor may retain copies of all data and records delivered to City.
- 9.6 **OWNERSHIP OF DOCUMENTS.** Once Contractor has received any reimbursement from City for Contractor's performance of its obligations and/or duties under this Agreement, all data and records (including, but not limited to, all documents prepared and/or work product completed directly in connection with, or related to, Contractor's performance under this Agreement) shall be the property of City. City's ownership of such documents includes the use, reproduction, and/or reuse of such documents, as well as all incidental rights, whether or not the work for which the documents were prepared has been performed. This Section shall apply whether the Agreement is terminated by the completion of the Project, the expiration of this Agreement, or upon termination of this Agreement, if earlier, in accordance with the terms of this Agreement.

ARTICLE X

AUDITS; FINANCIAL DISCLOSURES; OTHER DISCLOSURES

10.1 **AUDITS.** Contractor shall ensure that Annual Single Audits and Financial Statement Audits are completed by a Certified Public Accountant. Individual projects funded by City must be clearly identified in the audit reports, as well as the dollar amount allocated to the Program by City.

10.1.1 *In accordance with the Single Audit Act of 1984 (PL 98-502) pertaining to recipients of federal funds, Contractors expending \$500,000 or more (or the current federal threshold) in total federal funding from all sources in a year, shall have an Annual Single Audit conducted in accordance with Federal OMB Circular Nos. A-110 and A-133. Contractor shall ensure that Single Audits are completed within 180 calendar days of the expiration date of this Agreement. Contractors completing audits by calendar year (rather than fiscal year) shall ensure that Single Audits are completed within 180 calendar days of December 31st. Contractor shall provide City with a copy of the Single Audit within fifteen calendar days of Contractor's receipt of the audit.*

10.1.2 If, during FY 2009, Contractor expends \$35,000 or more of District assessment funds and other City funds, combined, then Contractor shall have a Financial Statement Audit of those District assessment funds and other City funds. City funds include, but are not limited to, SBEP funds received through the BID Council. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles [GAAP], and audited by an independent Certified Public Accountant [CPA], in accordance with Generally Accepted Auditing Standards [GAAS]. This audit report shall include the following statements:

- a) a Statement of Expenditure of City Funds, by program, identified in the same expenditure categories as set forth in the Budget Report, and compared with the corresponding budgeted amounts;
- b) a Statement of Revenues and Expenditures, including a Balance Sheet of all funds received by Contractor.
- c) a Statement of Compliance, setting forth Contractor's compliance with the terms and conditions of this Agreement; and

Contractor shall provide City a copy of the Financial Statement Audit within 150 calendar days of the end of Contractor's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted in writing by City, upon written request by Contractor.

- 10.1.3 If Contractor is subject to an audit from a source other than City, Contractor shall provide a copy of the audit to the City within thirty calendar days of completion of the audit. The City, at its sole discretion, may conduct an annual review of such third party audit(s).
- 10.2 **FINANCIAL DISCLOSURES.** If, during FY 2009, Contractor expends less than \$35,000 of District assessment funds and other City funds (as defined above), combined, then Contractor shall provide true, accurate, and complete financial disclosure documentation, evidencing the financial status of Contractor's last complete fiscal year and detailing all funds received from City during that fiscal year, employing the same statements described in 10.1.2 above. Contractor shall provide City these documents within ninety calendar days of the end of Contractor's last complete fiscal year. Extensions of up to thirty calendar days to this deadline may be granted in writing by City, upon written request by Contractor.
- 10.3 **ACCOUNTING OF CDBG FUNDS.** If Contractor has a separate agreement with City for the use of Community Development Block Grant [CDBG] funds, then the audit provisions of that agreement shall control for the accounting of CDBG funds.

ARTICLE XI

CONFLICTS OF INTEREST

- 11.1 Contractor shall comply with all federal, state, and local laws, including conflict of interest laws, statutes, ordinances, regulations, and policies of City related to public contracts and procurement practices to the extent applicable.
- 11.2 The Parties are unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. If such a financial and/or economic interest is determined to exist, the City will promptly terminate this Agreement by giving written notice thereof.
- 11.3 Contractor shall establish, and make known to its agents and employees, appropriate safeguards to prohibit employees from using their positions for a purpose that is or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, and/or other relationships.
- 11.4 Contractor's personnel, employed in performing the obligations and duties under this Agreement, shall not accept gratuities, or any other favors, from any Subcontractor or potential Subcontractor. Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
- 11.5 If Contractor violates any conflict of interest law, or any of the provisions of this Article,

the violation shall be grounds for immediate termination of this Agreement, and/or the imposition of other remedies set forth in Exhibit C, "Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego" or otherwise available in equity or at law. Further, any such violation shall subject Contractor to liability to the City for attorney's fees and all damages sustained as a result of the violation.

ARTICLE XII

SUBCONTRACTORS

12.1 SUBCONTRACTORS LIST AND SUBCONTRACTS

12.1.1 On or before the date this Agreement is executed by the Parties, Contractor shall provide the City with each of the following:

- a) a completed Subcontractors List, listing the names and contact information of all Subcontractors it has hired or retained, or intends to hire or retain, in connection with this Agreement, which City will forward to EOCP; and
- b) a copy of all subcontracts entered into in connection with this Agreement, including the scope of work, along with a written statement describing the justification for the Subcontractor services, and an itemization of all costs for the Subcontractor services.

12.1.2 If, during the term of this Agreement, Contractor identifies a need for additional Subcontractor services, Contractor shall, within ten calendar days of the date of any subcontract for such services, provide the City with each of the following:

- a) a copy of the subcontract, including the scope of work, along with a written statement describing the justification for the additional Subcontractor services, and an itemization of all costs for the additional Subcontractor services; and
- b) an updated Subcontractors List that includes the name and contact information of any new or substitute Subcontractor hired to provide the additional Subcontractor services, which City will forward to EOCP.

- 12.1.3 Contractor shall procure the services of all Subcontractors in conformance with the procedures set forth in Exhibit C. Contractor shall maintain documentation of the process used to procure any such Subcontractor services, and shall provide a copy of all such documentation to the City within ten calendar days of any written request by the City.

12.2 REQUIRED LANGUAGE FOR SUBCONTRACTS

- 12.2.1 Contractor shall ensure that all subcontracts entered into in connection with this Agreement contain language which requires Subcontractors to at all times comply with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments. Subcontractor shall also comply with all notices issued by City under the authority of all current or future laws, statutes, ordinances, or regulations.
- 12.2.2 Subcontractor shall obtain all insurance coverage required of Contractor in this Agreement. Subcontractor shall maintain, in full force and effect, such insurance coverage during any and all work performed in connection with this Agreement. Subcontractor shall not begin work on a subcontract until all insurance required of the Subcontractor under this Section has been obtained.
- 12.2.3 If City is made a party to any judicial or administrative proceeding to resolve the dispute between Contractor and Subcontractor, Contractor shall defend and indemnify the City as described herein.
- 12.3 **CONTRACT ACTIVITY REPORT.** Within ten calendar days of a written request by the City, Contractor shall provide the City:
- a) statistical information (as described in the City's Contract Activity Report), including the amount of subcontracting provided by firms during the period covered by the Contract Activity Report; and
 - b) an invoice from each Subcontractor listed in the Contract Activity Report.
- 12.4 **PROHIBITION ON USE OF CERTAIN SUBCONTRACTORS.** Contractor shall not employ, award any contract to, engage the services of, or fund any Subcontractor during any period of federal, state, or local debarment, suspension, or ineligibility of Subcontractor, when Contractor has been noticed of such debarment, suspension, or ineligibility.

ARTICLE XIII

PROMOTIONAL MATERIALS

- 13.1 **REQUIRED LANGUAGE.** Contractor shall include the following language on all promotional brochures, newsletters, advertising, Internet web sites, fact sheets, news

releases, and other promotional materials: "Partially funded by The City of San Diego's Small Business Enhancement Program."

- 13.2 **PRODUCT ENDORSEMENTS.** Contractor shall comply with the provisions of City Administrative Regulation 95.65 regarding product endorsements. Contractor shall not create any promotional material or writing that identifies or refers to the City as the user of a product or service, without obtaining the prior written approval of the City.
- 13.3 **SUBMITTALS TO THE CITY.** Contractor shall submit a final copy of any and all promotional materials to the following:

Eric Symons
City of San Diego
Business Outreach
1200 Third Avenue, Suite 1400
San Diego, CA 92101

ARTICLE XIV

CITY POLICY PROVISIONS

- 14.1 **Nondiscrimination.** Contractor shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Contractor's activities pursuant to this Agreement, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
- 14.2 **Compliance with City's Equal Opportunity Contracting Program.** Contractor shall comply with City Council Ordinance No.18173 (San Diego Municipal Code sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated into this Agreement. Contractor and all of its subcontractors are individually responsible to abide by its contents. Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. On or before the Effective Date, Contractor shall submit a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions Contractor will take to achieve City's commitment to equal employment opportunities. Contractor shall insert the foregoing provisions in all contracts and subcontracts for any work covered by this Agreement so the provisions will be binding upon each contractor and subcontractor. Compliance with EEO provisions will be implemented, monitored, and reviewed by City's Equal Opportunity Contracting Program staff. Contractor's failure to comply with the requirements of this section and/or submitting false information in response to these

requirements shall be a default of this Agreement, and City may bar Contractor from participating in City contracts for a period of not less than one (1) year.

- 14.3 **Local Business and Employment.** Contractor acknowledges that City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Contractor shall, to the extent legally possible, solicit applications for employment, and bids and proposals for contracts and subcontracts, for work associated with this Agreement from local residents and firms as opportunities occur. Contractor shall hire qualified local residents and firms whenever feasible.
- 14.4 **City Employee Participation Policy.** Contractor shall be in default of this Agreement if Contractor employs an individual who, within the twelve months immediately preceding the employment, did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with this Agreement. This provision does not apply to members of the City Council.
- 14.5 **Drug-free Workplace.** Contractor shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
- 14.5.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition; and
 - 14.5.2 Establish a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) Contractor's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations.
 - 14.5.2 Contractor shall include in each of its contracts related to this Agreement language obligating each contractor and subcontractor to comply with the provisions of this section to maintain a drug-free workplace. Contractor, and each of its contractors and subcontractors, shall be individually responsible for their own drug-free workplace program.
- 14.6 **Disabled Access Compliance.** Contractor shall at all times comply with the 1990

Americans with Disabilities Act ("ADA") and Title 24 of the California Code of Regulations (commonly known as the "building code") as defined in Section 18910 of the California Health and Safety Code and any other applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.

- 14.7 **Living Wage Ordinance.** *Contractor may be required to comply, and require each of its Subcontractors to comply, with the provisions of the City's Living Wage Ordinance, codified in San Diego Municipal Code [Code] sections 22.4201, et seq., in performing its obligations and/or duties under this Agreement. To the extent Contractor believes that it or its Subcontractors may be exempt from compliance pursuant to Code section 22.4215(b)(1), or any other exemption, Contractor may apply to City's Living Wage Administrator for determination of exemption.*

ARTICLE XV

GENERAL PROVISIONS

- 15.1 **Compliance with Law.** Contractor shall at all times comply with all applicable laws, statutes, ordinances, and regulations of City, county, state, and federal governments. Contractor shall comply with all notices issued by City under the authority of all current or future laws, statutes, ordinances, or regulations.
- 15.2 **No Political Activity.** Contractor shall not use and require its subcontractors not to use, any of the funds received pursuant to this Agreement, or any personnel or material paid for with funds pursuant to this agreement, for political activity. The term "political activity" shall mean a communication made to any electorate in support of, or in opposition to, a ballot measure or candidate in any federal, state or local government election.
- 15.3 **Open Meetings and Brown Act Compliance.** The Contractor shall comply with the Ralph M. Brown Act, California Government Code section 54950 et. seq. An agenda containing the date, time, and location of the meeting, and a general description of each item of business to be discussed or transacted, shall be posted in a place freely accessible to the public at least 72 hours prior to the meeting. The agenda shall also be sent to every member of the public requesting notification of the meetings, by facsimile, via the United States Postal Service, or electronic mail, at the time of the posting of the agenda.
- 15.4 **California Public Records Act.** Contractor shall comply with the provisions of the California Public Records Act, codified in California Government Code sections 6250-6270, for all documents and records pertaining to all matters in connection with this Agreement.
- 15.5 **Confidentiality of Information.** Notwithstanding any other law or provision in this Agreement, all information provided by the City to Contractor in connection with this Agreement, including, but not limited to, all business tax information and rental tax

information, is for the sole use of Contractor. Contractor shall not release any such information to any third party, without the prior written consent of the City.

- 15.6 **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and may be served personally or sent via the United States Postal Service, postage prepaid, or reliable overnight courier, addressed to the parties as follows:

If to City:

City of San Diego
Attn: Economic Development Division
1200 Third Avenue, Suite 1400
San Diego, CA 92101

With a copy by First Class Mail to: San Diego City Attorney
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

If to contractor: As described in Exhibit A.

Any party entitled or required to receive notice under this Agreement may by like notice designate a different address to which notices shall be sent. Notice shall be effective upon personal service or five (5) days after deposit with the United States Postal Service.

- 15.7 **Severability.** If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 15.8 **Unavoidable Delay.** If the performance of any act required of City or Contractor is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform the act, the obligated party shall be excused from performing that act for the period equal to the period of the prevention or delay. If Contractor or City claims the existence of a delay, the party claiming the delay shall notify the other party in writing of the fact within ten (10) days after the beginning of the claimed delay.
- 15.9 **Legal Proceedings.** If any party brings an action or proceeding against another party under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

- 15.10 **Number and Gender.** Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 15.11 **Captions.** The section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Agreement. The numbers of the paragraphs and pages of this Agreement may not be consecutive. The lack of consecutive numbers shall have no effect on the enforceability of this Agreement.
- 15.12 **Entire Understanding.** This Agreement contains the entire understanding of the parties. City and Contractor, by signing this Agreement, agree that there is no other written or oral understanding between them with respect to the subject matter of this Agreement. Each party has relied on its own advice from its own attorneys, and the terms, covenants, and conditions of the Agreement itself. Each party to this Agreement agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Agreement. The failure or refusal of any party to read the Agreement or other documents and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such actions.
- 15.13 **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.
- 15.14 **Modifications.** This Agreement shall not be modified, altered or amended unless the modification, alteration or amendment is in writing and signed by all parties to this Agreement. Any and all amendments to this Agreement require City Council approval.
- 15.15 **Time is of Essence; Provisions Binding on Successors.** Time is of the essence of all of the terms, covenants, and conditions of this Agreement. Except as otherwise provided in this Agreement, all of the terms, covenants, and conditions of this Agreement shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.
- 15.16 **Waiver.** City's failure to insist upon the strict performance of any of Contractor's obligations under this Agreement, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. City's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by City to constitute a valid and binding waiver. City's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Agreement. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other

right or remedy for the same default or for another or later default. City's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but City may at any and all times require the cure of the default.

- 15.17 **Survival.** Any obligation which accrues under this Agreement prior to its expiration or termination shall survive the expiration or earlier termination of this Agreement.
- 15.18 **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 15.19 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.20 **Consents, Approvals.** Neither City nor Contractor may unreasonably withhold or unreasonably delay any consent or approval required by this Agreement.
- 15.21 **City's Consent, Discretion.** Whenever required under this Agreement, City's consent or approval shall mean the written consent or approval of the San Diego City Manager, or his or her designee ("City Manager"), unless otherwise expressly provided, without need for further resolution by the City Council. City's discretionary acts hereunder shall be made in the City Manager's discretion, unless otherwise expressly provided. All references to "City Manager" herein shall be deemed to refer to the Mayor of San Diego or his or her designee for the duration City operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the City of San Diego City Charter.

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15.22 **Authority.** Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity shall provide City with evidence, satisfactory to City that such authority is valid, and that such entity is a valid, qualified corporation, in good standing and qualified to do business in California.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date:

Date: _____ (Contractor Name), a California non-profit corporation

BY: _____

Name: (Signatoree Name) _____

Title: ____ (Title) _____

Date: _____ THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

Date: _____ MICHAEL J. AGUIRRE, City Attorney

BY: _____

Name: Kimberly K. Kaelin

Title: Deputy City Attorney

EXHIBIT A

ADVANCE PAYMENT INFORMATION

I. ADVANCE PAYMENTS

The outstanding advance held by the Corporation, as recorded in the City's General Ledger as of May 8, 2008, is \$0. This may include both SBEP and BID funds.

BID Assessment Advances: Current BID advances are to be repaid or accounted for through submission of expenses incurred within FY2008. Any additional advances to the Corporation from BID Assessments made on or before June 30, 2008 are subject to repayment or write-off via submission of appropriate documentation by December 31, 2008.

Small Business Enhancement Program Advances: Current SBEP advances are to be repaid or accounted for through submission of expenses incurred before August 31, 2008. Any subsequent advances to the Corporation from Small Business Enhancement Program funds made on or before June 30, 2008 are subject to repayment or write-off via submission of appropriate documentation through August 31, 2008.

II. CORPORATION ADDRESS FOR NOTICES

[Contractor Name]
[Contractor Address]
[Contractor Address line 2]

III. SAN DIEGO BUSINESS IMPROVEMENT DISTRICT COUNCIL

Representative: [Name]
Alternate: [Name]

IV. OTHER RESPONSIBILITIES

No special responsibilities are included in this Agreement.

EXHIBIT B

BID REIMBURSEMENT REQUEST PROCEDURES

Funds are distributed on a reimbursement basis. To access your BID assessment money, you must submit a reimbursement request to the Office of Small Business (OSB). The request should not exceed the cash-in-treasury amount, which is provided to each organization (Contractor) at the beginning of the month. If the reimbursement request amount exceeds the cash-in-treasury amount, the request will be delayed for processing, until sufficient funds are available. Only BID-related activity expenses are eligible for reimbursement. Please note that late fees, finance charges, citations, other penalties, nonsufficient fund bank fees, gift cards, and alcohol purchases are deemed as ineligible for reimbursement.

Reimbursement requests should adhere to the following guidelines:

- They should be submitted monthly. Submitting multiple months at once will create delays in processing the reimbursement requests.
- Include a brief report highlighting the activities of the Organization. (Mandatory)
- List and total on a summary report all the expenses being claimed (including check numbers). Relate all expenses to agreed upon budget lines and include a budget comparison. Accounting software reports such as Transaction detail reports must be provided in lieu of or in addition to the summary report where available.
- Attach a copy of the check and invoice or receipt detailing the services/products for each expense. All invoices shall itemize the expenditures for which payment is requested and include the names and rates of pay for contracted personnel who have performed services for the benefit of the District, the hours worked, and details of any reasonable and necessary out-of-pocket expenses. Statements alone are not acceptable, but may be submitted in addition to the invoice or receipt.
- The Auditor will only reimburse for current charges. When past due expenses are being requested for reimbursement, please submit the prior invoice reflecting the amount owed.
- Arrange the checks and invoices in the same order that they are listed on the summary page. Please do not staple together each of the checks to each of the corresponding invoices.
- Incorrect reimbursement packets will be returned back to the Organization.
- Include payroll statements which provide detail on all withholdings and taxes if salaries are included in your approved budget.
- Proof of payments to State and Federal agencies are required if the taxes/fringe benefits are to be reimbursed.

- Include bank statements reflecting all checks in the reimbursement request (mandatory), meeting minutes (mandatory), newsletters or other materials for each of the month(s) being submitted.
- Include Bank Reconciliation and Profit and Loss statements for all City funds segregated by fund.
- Refreshments and/or meal expenses will only be reimbursed for publicly attended board and committee meetings. Please submit an agenda and the sign-in sheet for each meeting (mandatory).
- For mileage, please include a log that has the starting and ending mileage and the destination for each trip.
- City accounting procedures require two complete packets of reimbursements materials, one for OSB files and one to forward to the Auditor's Office.
- Please review your reimbursement packet prior to submittal to OSB to ensure the packet is in order and that all required reimbursement documentation is included.
- SBEP advances are to be repaid or accounted for in accordance with the process identified in Exhibit A

OSB staff reviews your request to see that the above required documentation is included. Expenses related to agreed-upon program activities are eligible for reimbursement, provided sufficient documentation is supplied. There are some exceptions. Please contact OSB staff with specific questions. After reviewing and approving submitted documentation, staff prepares an online electronic request for Direct Payment (DP).

The original copy of the reimbursement request is sent with the DP to the City Auditor for approval. The City Auditor reviews the DP and reimbursement request for completeness and verifies that sufficient funds are available to pay the request. Upon approval by the City Auditor, the DP is then scheduled for payment. The payment process can take up to 10 business (10) days.

The entire reimbursement process can take up to 30 days (or longer if documentation or funds are lacking).. Both OSB and the City Auditor are only able to assign staff on a part-time basis to reimbursements. Therefore, making sure the packet contains all the necessary documentation in the first place will help us expedite the process. As mentioned earlier, submitting multiple months of packets at once will delay the reimbursement process.

Checks are cut by the Auditor's Office on Monday, Tuesday, Wednesday, and Thursday nights and are mailed out by them the next morning. It may take three (3) to four (4) working days for your check to be delivered. The Auditor's Office recently implemented a new policy in which checks will no longer be held for pick-up, except in emergency situations.

EXHIBIT C

CONFLICT OF INTEREST AND PROCUREMENT POLICY FOR NONPROFIT CORPORATIONS CONTRACTING WITH THE CITY OF SAN DIEGO

Purpose

It is important for the City and its citizens to have confidence in the integrity of nonprofit corporations which contract with the City to provide services and administer programs, and which receive funding from or through the City. Officers, directors, members, committee members, staff and volunteers of these nonprofit organizations shall avoid taking actions that give the appearance of being motivated by private gain. The appearance of a conflict of interest is created by the selection, recommendation, or specification of a product, supplier or subcontractor with whom the representative of the nonprofit has a direct or indirect financial, organizational or family interest or relationship. It is the intent of the City to incorporate this policy governing conflicts of interest and procurement of goods and services into the City's contracts with such associations, and to require compliance with this policy as a contract obligation.

This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or policy, but is intended to supplement existing authorities governing these subjects. Associations receiving Community Development Block Grant (CDBG) funds, or other funds from the Department of Housing and Urban Development, are subject to federal authorities governing the receipt of those funds.

Conflict of Interest Standard - Contracts or Transactions

All nonprofit mutual benefit corporations and nonprofit public benefit corporations contracting with the City are subject to the following conflict of interest standard, which is based on the conflict of interest provisions of the California Corporations Code:

No contract or transaction may be entered into by the corporation if one of its officers, directors, committee members, staff members or volunteers has a material financial interest in the contract or transaction, except in the following circumstances:

1. The action by the board is one fixing the compensation of a director or officer of the corporation; or
2. All of the following conditions are met:
 - (a) The material facts as to the transaction and as to the party's interest are fully disclosed or known to the members, board or committee voting on the matter.
 - (b) The contract or transaction is approved by the members, board or committee in good faith, by a vote sufficient without counting the vote of the interested party or parties.

- (c) Any membership owned by the interested party abstains from voting on the matter.
 - (d) The contract or transaction is just and reasonable to the corporation at the time it was authorized, approved or ratified.
 - (e) The interested party shall not actively participate in the decision about the transaction or contract, except to answer questions or provide a broad explanation.
 - (f) The action is recorded in meeting minutes, noting which members voted, how the members voted, and identifying any members who abstained from voting.
3. A committee or person authorized by the board approved the transaction consistent with the standards in section 2 above, it was not reasonably practicable to obtain approval of the board prior to entering into the transaction, and the board ratified the action at its next meeting by a majority vote of the directors, without counting the vote of the interested party or parties.

Contracts or Transactions Involving CDBG Funds

In the case of contracts or transactions involving CDBG funds, no employee, agent, officer or consultant to the organization who is involved in the decision making process or who has access to inside information may obtain a financial benefit from the contract or transaction, unless approval is obtained in writing from the Department of Housing and Urban Development.

Economic Disclosure

Upon request by the City, a director or voting member of a nonprofit corporation contracting with the City shall disclose information to the City about his or her financial interests and business affiliations which may be affected by decisions of the corporation related to the corporation's contract with the City.

Board Roster

All nonprofit corporations contracting with the City shall provide, within 30 days of execution of an agreement, a list of the names of all board members and their business affiliations. In the event that the board membership changes, the corporation shall provide the City with an updated list.

Procedures for Procurement of Goods and Services

All procurement of goods and services by nonprofit associations contracting with the City, which receive funding from or through the City, shall comply with the following standard:

1. Expenditures less than \$5000 from a single contractor in a 12 month period:
 - < No competitive procurement process is required.

2. Expenditures of between \$5000 and \$25,000 from a single contractor in a 12-month period:
 - < Obtain three written price proposals or demonstrate why three bids could not be obtained.
 - < Present price proposal information to full board for approval of contract or transaction.
 - < Record the action taken in the meeting minutes, and keep the written price proposals on file.
3. Expenditures of more than \$25,000 for goods and/or services from a single contractor in a 12 month period:
 - < Draft a Request for Proposals describing the services or goods required, and requesting information from prospective contractors regarding relevant qualifications and a price proposal.
 - < Publish a notice of the intent to seek proposals for the goods or services in a newspaper or newspapers of general circulation in the City.
 - < Screen all submitted proposals and prepare short list of finalists for consideration by the board for approval. Finalists for a contract or transaction involving expert or professional services shall be interviewed by a screening committee or by the board prior to a final selection being made.
 - < Record action taken by the board in meeting minutes and keep the proposals received on file.
 - < After board approval, execute a contract in writing with the subcontractor or vendor, and submit a copy of the contract to the City.

Remedies

A violation of any provision of this policy shall be grounds for termination of the corporation's contract with the City, and/or removal of the director or member of the corporation from his or her position with the corporation. A contract or transaction entered into in violation of the conflict of interest and procurement provisions of this policy shall be void and unenforceable, and shall not entitle the corporation or the contractor to any reimbursement or payment for goods or services provided pursuant to the void contract. A corporation and/or its director or member who violates this policy shall be subject to civil liability to the City for any damages caused as a result of the violation.